

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 05/30/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #303732 through #303909 totaling \$ 454,957.26 and EFT #9101549 through #9101561 totaling \$ 313,173.34 for an A/P total of \$ 768,130.60 dated 06/01/20 thru 06/05/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 06/06/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #303910 through #303046 totaling \$ 497,839.44 and EFT #9101562 totaling \$ 23,037.87 for an A/P total of \$ 521,477.31 dated 06/08/20 thru 06/12/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**May 31, 2020****BANK BALANCES:**

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 33,009,630.56
TOTAL	<u>\$33,009,630.56</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$39,356,901.06
TOTAL	<u>\$39,356,901.06</u>
GRAND TOTAL	<u>\$72,366,531.62</u>

OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,759.52
SHERIFF'S COMMISSARY	\$ 71,026.10
SHERIFF'S CIVIL	\$ 14,885.41
SHERIFF'S EVIDENCE	\$ 346,382.18
JUSTICE COURT OLD TRUST	\$ 1,318.72
JUSTICE COURT NEW TRUST	\$ 69,810.43
TOTAL	<u>\$ 519,182.36</u>

RECEIPTS:

MOTOR VEHICLE	\$ 917,044.31
PROPERTY TAX	\$ 38,522,747.93
REVENUE RECEIPTS	\$ 5,362,595.57
TOTAL	<u>\$44,802,387.81</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 665,398.21
MONTANA DEPT. OF REVENUE	\$ 5,481,723.73
CITY OF GREAT FALLS	\$ 8,809,503.81
GREAT FALLS PUBLIC SCHOOLS	\$ 15,028,772.10
MISC. REMITTANCES	\$ 305,711.74
TOTAL	<u>\$ 30,291,109.59</u>

CASCADE COUNTY SPECIAL COMMISSION MEETING

MAY 19, 2020

COMMISSION CHAMBERS

COURTHOUSE ANNEX, ROOM #111

11:00 AM

**Commission
Journal #60**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on June 23, 2020.

Cascade County Commission: Chairman James L. Larson and Commissioner Jane Weber and Commissioner Joe Briggs

Present: Carey Ann Haight – Deputy County Attorney, Susan Shannon – ExpoPark Director, Kim Lander – Marketing, Tanya Harshaw – DES, Chrissy Wood – ExpoPark, Jesse Callender – IT, Trisha Gardner – PHO, Katrin Finch – MSU Extension, Rose Malisani – MSU Extension, Mary Embleton – Budget Officer, Roy Curtis – Superintendent of Buildings and Grounds, Diane Heikkila – Treasurer, Denise Johnson – Deputy Treasurer, Shanna Bulik-Chism – JDC Director, Tom Mittal – GIS, Kelton Foster – IT, Diane Brien – Accounting Manager, Brad Call – DES Coordinator, Brenda Hanson – Recording Clerk, Tina Henry – Clerk of District Court, Les Payne – Interim Public Works Director, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk & Recorder

Public: Beth Simpson, Kaylyn Sigler, Karen Carlson, Shelby G, Cindy Weber, Lindsey Godwin, Christopher Miller, Tom Yashenko, Kyleigh Heims, Mike Smith, Stacey Copeland, Christina Horton, Robert Dompier, Arlyn Johnson, Aimee Hachigian-Gould, Sandra Thares, Aerial Loewen Joan Kronebusch, Thomas Pike, Rosalie Kiernan, Lyla Grossman, Mike Doran, Kelly Audet, Melanie Paul, Randy Albert, Ken Robison, Stacey Petersen, Jodi Barger, Hailey Ward, AF, Lynette Scriver-Colburn, Kelly Manzer, Saraya Baker, Matt Rains, Laurie Price, David Saslav, Laurie McCullough, Ashley Smith, Lisette Hofer, Brian McKinney, Sara Boadle Kulbeck, Jenny Albert, Amanda Morley, Sue Sutton, David Redenbaugh, Deva Anne, Shayle Taylor, Becky Amaral-Miller, Jacob S, Rhonda Wiggers, Catherine Duerr, Don Hiebert, Randal Morger, Melissa Smith, Dan Manella, Heglunds, Robin Baker, Randy Bodgen, Joe Ferda, John Hanschen – The Mighty Thomas Carnival, Randy Deck, Laurie Price, Rebecca Engum, Lindsey Kunkel, Pat Frisch, Dody Sproles, Tianta Stevens, Tuff LaPier, Leanne Hall, Jim Sargent, Marilee Taylor, Corrina Beall, Scott Meyers, Brenda Keller, Angela McVay, Justin Campos, Bob McNamee, Jona McNamee, Jasmine Carbajal, Keern Haslem, April Clean, Steve Rogers, John Hayes, Elizabeth Moore, Michelle Mitchell, Teresa Applewick, Ken Thompson, Ryan Dalke, Misty

Bickel, Nicole Hanni, Cory Thompson, Larry Gooldy, Justin Loch, Stephanie Blomgren, Kim Larson, Mary Schwartz, Jami Miller, GI, Tina Bundtrock, Abby Jaynes, Sarah Converse, Shae McPherson, Brittany Patterson, Laura Feist, Jessica Nebel, Aaron Weissman, Rose Stone, Michelle Leardini, Jody Rempel, Laura Hajek, Renee Kuntz, Kristin Dayao, Barbara Mittal, Matt Bronson, Roxann Marchion, Jessica Kostecki, Greg Doyon, Chris Crocker, Ezekial Metcalf, Amanda Horn, Trista Besich, John Juras, Terry Thompson, Mimi Mathson, Shane Etzwiler, Kaylene Kershner, Scott Carlson, Kristi Halvari, Scott Reasoner, Satyn Thomsheck, Alissa H, Dawn Larson, Kaitlin Boysel, Shawn Hill, Crystal Salois, Kristyna Adams, Allyssa Zoern, Billie Cotton, Scott Lettre, Scott Shull, Carl, Scott Reasoner, Todd Seeman, Crystal Bauch, Heidi Miller, Sparky Kottke, Casery Schreiner, LeAnn Bittle, Elijah Collins, Kevin Tenney, Pat Volkmar, Jim Senst, Sylvan, Brandy S, Ross Bartell, Patrick Morrissey, Tom Wylie, T Smith, Alyssa Hebel, Cheri Zrowka, Michela Turnquist, Lori Velock, Rose Sperandio, Suzanne Babbitt, Mikel Martin, Curtis Valladolid, Wayne Thompson, Holly, Mikaela Cappis, David Kstecki, Roxanna Stroud, Dan Levandowski, Steve Ford, Karl Puckett – Great Falls Tribune, Don Burke, Mike Dimich, Jack Deck, Ashley Jaeger, Michelle Sullivan, Wade Sanke, Valerie Martin, Keern Haslem, D Anderson, Janet Rubino, Jenn Rowell – The Electric, Bobbie Dolphay, Mark Fought, Thomas Allen, Brian Kapphan, Raelynn Jones, Mariah Woolley, Katharine Kalafat, Travis Clark, Hayley Leray, Ashley Stafford, Shelli Lavinder-Schwalk, Kayla Grossman, Becky Nelson, Christa Lynn, Michelle Romeo, Alicia Bateman, Nadine Poupa, John Godwin, Matthew Johnson, Mike Parcel, Tia Troy, Randi Hart, Scott Arensmeyer, Frank Razote, Linda Metzger, Laura Hajek, Jeff Shull, Rodget Beimer, Jamie Laabs, Jalyn Keighley, Jimmy Sargent, Cheryl Ulmer, Soren Chargois, Karen Venetz.

Chairman Larson called the meeting to order at 11:00 a.m.

1. Discussion regarding State Fair 2020.

Motion to Approve or Disapprove:

Holding the 2020 Montana State Fair in light of the ongoing COVID-19 situation.

Susan Shannon, ExpoPark Director, gave a slideshow presentation. **02:57 – 28:17** (See Exhibit A)

Chairman Larson opens the meeting to public comments. **32:00**

Written Comments that were emailed to the Commissioners were made part of the record. (See Exhibit B)

Matt Rains, PO Box 376, Simms, MT, comments. **33:13**

John Hanschen, Mighty Thomas Carnival, 4508 Cliffstone Cove, Austin, TX, comments. **35:46**

Jim Sargent, 2521 9th Ave S, Great Falls, MT, comments. **39:16**

Wade Sanke, PO Box 609, Joliet, MT, comments. **42:19**

Elijah Collins, 939 2nd St SW, KFBB, comments. **44:22**

Rebecca Engum, 100 1st Ave N, comments. **53:43**

During this time multiple comments/questions were read from the “chat” function on Zoom.
Please refer to audio recording.

Rose Malisani, Cascade County MSU Extension, comments. **1:23:56**

Commissioner Briggs made a **MOTION** to CANCEL Montana State Fair 2020. **1:28:32**

Commissioner Weber states she will reluctantly vote in favor of this motion. **1:29:03**

Chairman Larson states he mirrors the comments made by his fellow commissioners.
1:30:40

Rebecca Engum, 100 1st Ave N, comments on the motion. **1:31:59**

Motion carries 3-0 1:36:42

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners’ jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 12:39 a.m.

CASCADE COUNTY COMMISSION MEETING

June 9, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on June 23, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Charity Yonker – Planning Director, Sandor Hopkins – Planner, Anna Ehnes – Planner, Kim Thiel-Schaaf – Aging Services Director, Brad Call – Emergency Management Director, Cory Reeves – Undersheriff, Cary Ann Haigh – Deputy County Attorney, JoViviane Jones – WIC, Les Payne – Interim Public Works Director, Josh Blystone – Weed & Mosquito, Mary Embleton – Budget Officer, Tanya Harshaw – DES, Linda Cargill – Safety Officer, Roy Curtis – Superintendent of Buildings and Grounds, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public: Brady Lasilla, Loran Frazier, and Laura Hart – TD&H Engineering, Allan Birky, Karl Puckett – The Great Falls Tribune and Jenn Rowell – The Electric

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:38

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Briggs made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 05:07

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Weber made a MOTION to (A) Approve minute entries (May 28, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-28: Budget Appropriation within the Comprehensive Insurance Fund #2190 increasing revenues and expenditures to cover unbudgeted acquisitions. Total Increase: \$5,680 05:42

Contract 20-41: Annual Financial Plan for FY 19/20 Exhibit "A" Public Safety Contract with the Town of Belt. Purpose: For the provision of law enforcement services by the Cascade County Sheriff's Office and Cascade County Attorney Prosecutorial Services. Effective: July 1, 2019 – June 30, 2020. Total Cost to Belt: \$58,255.56 05:55

Contract 20-60: Annual Financial Plan for FY 20/21 Exhibit "A" Public Safety Contract with the Town of Belt. Purpose: For the provision of law enforcement services by the Cascade County Sheriff's Office and Cascade County Attorney Prosecutorial Services. Effective: July 1, 2020 – June 30, 2021. Total Cost to Belt: \$58,760.35
(Ref: Contract 18-109, R0357292) **06:31**

Contract 20-61: MT DPHHS Contract 20-221-13009-0, Amendment #3, Provision of Older Americans Act Programming to accept additional funding from CARES Act to assist with COVID-19 response. Effective: April 1, 2020 – FFY 2021. **07:02**

Resolution 20-27: Budget Appropriation to increase the budget due to the additional funding from CARES Act to assist with COVID-19 response. Total Amount: \$25,821
(Ref: Contract 20-61 MT DPHHS Contract 20-221-130019-0, #3) **07:35**

Contract 20-62: United Way of Cascade County FY 2021 donation to Aging Services, Foster Grandparents program. Total Amount: \$5,000 **07:58**

Contract 20-63: United Way of Cascade County FY 2021 donation to Aging Services, Meals on Wheels. Total Amount: \$17,000 **08:12**

Contract 20-64: Corporation for National & Community Service Foster Grandparents Grant Award #18SFPMT003 (Year 2 of 3). Federal Funding: \$200,951.00 Local Funding: \$26,382 (Local \$13,532/cash, \$12,850/in-kind) Budget Period: July 1, 2020 – June 30, 2021
(Ref: Contract 19-71, R0371844) **08:21**

Contract 20-66: Noxious Weed Control Agreement between Montana Department of Transportation and Cascade County. Purpose: For the control of noxious weeds within the limits of the right-of-way on designated state highways under the jurisdiction of MDT. Annual Sum paid by MDT: \$57,000 **09:02**

Contract 20-67: Trinity Services Group, Inc. contractual increase for meal prices at the Cascade County Adult Detention Center. Effective: July 1, 2020. Reflects a 3% increase from 2019. **09:22**

Contract 20-68: MT DPHHS Service Provider Designation Form. Cascade County designates 100% of allocated earmarked alcohol tax monies to Gateway Community Services for the provision of chemical dependency treatment and prevention services in Cascade County. Effective: July 1, 2020 – June 30, 2021 (FY 2021) **09:40**

City-County Health Department

Contract 20-65: MT DPHHS Foster Child Health Program PHH020-0288R. Purpose: To ensure foster care children receive proper care, continuity of care. Effective: July 1, 2020 – June 30, 2021. Amount: \$90.00/per client. **10:07**
Motion carries 3-0 11:13

AGENDA ITEM #1 11:31

Motion to Approve or Disapprove:

Contract 20-69: Buildings for Lease or Rent, 47-Unit Storage Building 352 Vaughn South Frontage Rd, GF, MT 59404 *Initiated by: Frontage Properties, LLC*
Anna Ehnes, Planner, elaborates. **11:57**

Commissioner Briggs made a **MOTION** to adopt the Staff Report and approve the proposed storage building with forty-seven (47) units subject to the following conditions:

1. The applicant shall obtain any necessary addresses from the 911 addressing office.
2. The applicant shall obtain any necessary final approach permits from the Montana Department of Transportation (MDT).
3. The applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits. **17:31**

Motion carries 3-0 18:25

AGENDA ITEM #2 18:37

Motion to Approve or Disapprove:

Final Plat Approval: An Amended Subdivision Plat of Lot 1, Davy's Minor.

Initiated by: Todd & Nadine Davy

Sandor Hopkins, Planner, elaborates. **18:57**

Commissioner Weber made a **MOTION** that after consideration of the Staff Report and Findings of Fact approve The Final Plat for an Amended Plat of Lot 1, Davy's Minor, subsequent minor subdivision due to the eight (8) conditions being met. **22:52**

Motion carries 3-0 23:28

AGENDA ITEM #3 24:04

Acceptance of Bureau of Justice Assistance Grant, Award #: 2020-VD-BX-1178

Project: Keeping Cascade County Safe: COVID-19 Prevention & Preparation

Project Period: January 1, 2020 to January 31, 2020 Award Total: \$58,008

Undersheriff Cory Reeves, elaborates. **24:36**

Commissioner Briggs thanked the Undersheriff and the Grant Writing Staff for their hard work in writing and submitting this grant. **26:01**

Commissioner Weber also applauded the work of the Undersheriff and Grant Writing Staff. **26:25**

Commissioner Briggs made a **MOTION** to approve Contract 20-70: accepting the DOJ OPJ Grant Award #2020-VD-BX-1178 in the amount of \$58,008 for the period of January 2020 – January 2022 along with the Special Conditions specified in said grant award documents. **26:50**

Motion carries 3-0 27:48

AGENDA ITEM #4 27:57

Public Hearing: Armington Bridge Project

Recess the Commission Meeting:

Chairman Larson recessed the Commission Meeting at **9:59 a.m.**

Public Hearing:

Chairman Larson opened the public hearing at **9:59 a.m.**

Reading of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record. (*See Exhibit A*)

Staff Presentation:

Mary Embleton, Budget Officer, elaborates. **29:33**

Brady Lassila, TD&H Engineering, elaborates. **32:00**

Call for Written Testimony:

Chairman Larson called for written testimony and none was presented. 43:26

Call for Proponents:

Chairman Larson called for Proponents, three times with no response. 45:24

Call for Opponents:

Chairman Larson called for Opponents, three times with no response. 45:57

Informational Witnesses:

Chairman Larson called for Informational Witnesses three times with no response. 46:23

Close to Public Hearing:

Chairman Larson closed the public hearing at 10:17 a.m.

Reopen the Commission Meeting:

Chairman Larson opened the Commission Meeting at 10:17 a.m.

AGENDA ITEM #5 47:19

Motion to Approve or Disapprove:

Resolution 20-29: Resolution to Adopt Armington Bridge Preliminary Engineering Report. Mary Embleton, Budget Officer, elaborates. 47:39

Commissioner Weber made a **MOTION** to approve Resolution 20-29: A Resolution adopting the Armington Bridge Preliminary Engineering Report. 49:10

Motion carries 3-0 49:58

AGENDA ITEM #6 50:13

Motion to Approve or Disapprove:

Resolution 20-30: Resolution to Accept the Determination that neither an Environmental Assessment nor an Environmental Impact Statement is appropriate for Cascade County.

Mary Embleton, Budget Officer, elaborates. 50:37

Commissioner Briggs made a **MOTION** to approve Resolution 20-30: A resolution to accept the determination that neither an environmental assessment nor an environmental impact statement is appropriate for Cascade County. 51:42

Motion carries 3-0 52:31

AGENDA ITEM #7 52:40

Motion to Approve or Disapprove:

Resolution 20-31: Resolution to Authorize submission of the Treasure State Endowment Program (TSEP) construction grant application for the Armington Bridge Replacement.

Mary Embleton, Budget Officer, elaborates. 53:00

Commissioner Weber made a **MOTION** to approve Resolution 20-31: A resolution to authorize the submission of the Treasure State Endowment Program (TSEP) construction grant application for the Armington Bridge Replacement. 54:30

Motion carries 3-0 56:18

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

No comment from the public.

Commissioner Weber made statements concerning payment of future visits by the President of the United States by requesting county expenses to be paid by the White House and/or Republic Party and a separate statement about the current state of affairs regarding racial discrimination in the United States. **57:18 – 1:03:00**
(See Exhibits B & C)

Adjournment: Chairman Larson adjourned this Commission Meeting at **10:34 a.m.**

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

June 17, 2020 – 2:00 P.M.

<p>Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on June 23, 2020.</p>		<p>COMMISSION MINUTES JOURNAL # 60</p>
<p>Board of Cascade County Commissioners: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs</p>		
<p>Staff Present: Les Payne – Public Works Director, JoViviane Jones – Family Services, Trisha Gardner – Public Health Officer, Roy Curtis – Superintendent of Buildings and Grounds, Charity Yonker – Planning Director, Brad Call – Emergency Management Director, Mary Embleton – Budget Officer, Sandor Hopkins – Planner, Carey Ann Haight – Deputy County Attorney, Rina Fontana Moore – Clerk & Recorder, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder</p>		
<p>Public Members Present: Jenn Rowell – The Electric</p>		
<p>Chairman Larson opened the work session meeting at 2:00 pm</p>		
<p>Consent Agenda Items:</p>		<p>Department:</p>
<p>Board Appointments: <i>ExpoPark Advisory Board:</i> (3) New Applicants: Les Bruner, Lynn Oatman Term Expiration: June 30, 2023 Requesting Re-Appointment: Leanne Hall (Served 1 term)</p>		<p>Commission 00:18</p>
<p>Contract 20-71: Memorandum of Understanding with Montana Wool Growers Association Predator Control Fund. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$2,641 for the protection of sheep from destructive animals.</p>		<p>Commission 01:06</p>
<p>Contract 20-72: Memorandum of Understanding with Montana Stockgrowers Association Predator Control Fund. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$23,990 for the protection of cattle from destructive animals.</p>		<p>Commission 02:38</p>
<p>Contract 20-73: Random Home Checks Contract #PIF19-2 by and between the State of Montana, 8th Judicial Youth Court and the Office of the Court Administrator and the Cascade County Sheriff's Office. The contract will provide Preventive Incentive Funds (PIR) for the Alternative Education Program. Purpose; Conduct random home visits for the Juvenile Drug Court Youth to ensure accountability. Effective: May 1, 2020 – June 30, 2021. Total Payments may not exceed: \$6,000</p>		<p>Youth Court 03:57</p>
<p>Contract 20-80: Memorandum of Understanding between the US Marshals Service and the Cascade County Sheriff's Office for short-term joint operations. Effective: May 1, 2020 – June 30, 2021. Reimbursable Funds for all USMS approved expenditures are capped at no more than \$7,550.82.</p>		<p>Sheriff 06:00</p>
<p>City-County Health Department</p>		
<p>Contract 20-74: MT DPHHS CARES Act Grant. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary expenditures incurred due to the public health emergency with respect to COVID-19 pandemic. Effective: June 23, 2020 – January 21, 2021. Total Amount: \$254,603.</p>		<p>CCHD 07:47</p>
<p>Contract 20-75: MT DPHHS Task Order 21-07-3-01-002-0 MT Cancer Control, MT Asthma Control, MT Tobacco Use Prevention, MT Healthy Living and MT Connect Programs. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$255,268</p>		<p>CCHD 09:41</p>
<p>Contract 20-76: Yellowstone City-County Health Department Contract dba/Riverstone Health, Ryan White Part C. Purpose: Provide early intervention services for HIV positive clients. Effective: May 1, 2020 – April 30, 2021. Total Amount: \$30,000</p>		<p>CCHD 11:41</p>

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

June 17, 2020 – 2:00 P.M.

AGENDA ITEM #1 13:00

Approve or Disapprove:

Contract 20-77: Cascade County DUI Task Force Annual Plan. Effective: July 1, 2020 – June 30, 2021

AGENDA ITEM #2 14:55

Approve or Disapprove:

Contract 20-78: Building for Lease or Rent Application: 4601 River Drive North Great Falls, MT 59405
Applicant: Ken Weinheimer on behalf of Aspen Air, LLC

AGENDA ITEM #3 17:31

Public Hearing:

Resolution 20-32: Discontinue a portion of one (1) County alley way within the subdivision known as the North Great Falls Townsite, located in Section 31, Township 21 N, Range 04 E P.M.M.
Cascade County, MT Initiated By: Vernon Hill

AGENDA ITEM #4 20:19

Approve or Disapprove:

Contract 20-79: United Material bid proposal for the Sun Prairie Overlay Project, Schedule 2.
Total Cost: \$548,863.75

Added Items:

Belt Library Board Appointment: One position with one applicant: Lisa Waldner **23:38** (*Consent Agenda*)

Resolution 20-33: Establishing the Constable salary for FY 21-22 **26:12** (*Agenda Item*)

Resolution 20-34: Establishing the salary of Cascade County Elected Officials for FY 21-22 **29:05** (*Agenda Item*)

Resolution 20-35: Adopting a tentative interim operating budget for Fiscal Year 2021 **31:47** (*Agenda Item*)

Resolution 20-36: Budget Appropriation within the Lighting District Fund **34:30** (*Consent Agenda*)

Adjournment: Chairman Larson closed the work session meeting at 2:38 p.m.

June 23, 2020

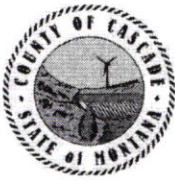
Agenda Action Report
prepared for the
Cascade County Commission

ITEM: ExpoPark Advisory Board Appointments

PRESENTED BY: Commission

ExpoPark Advisory Board

<u>Applicants</u>	<u>Vacancy (3)</u>	(3 Year) Term Expiration: June 30, 2023
Les Bruner	_____	(New Applicant)
Leanne Hall	_____	(Requesting Re-Appointment, served 1 term)
Lynn Oatman	_____	(New Applicant)



CASCADE COUNTY
BOARD APPLICATION

SEP 20 2019



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 9/12/19

NAME Les Bruner

TELEPHONE (Home) _____ (Work) 403-0780 (Cell) 899-6562 (E-Mail) lesbruner@yahoo.com

CURRENT ADDRESS 1321 Pearson Drive GF MT 59404

Previous Public Experience (Elected or Appointed) Represented the GFHRA association + MRHA Association in legislation at capital.

Previous Volunteering or County Boards Boy Scouts of America, GFBA, GFHRA, MRHA, High School all night party, GMR Concessions

Current Volunteering or County Boards HRA, MRHA

Current Employer Pella Windows & Doors 216-3131

900 6th St SW GF MT 59404

Education GFHS - 1992

University of GF 1992-1994

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input checked="" type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

As attached.

September 20, 2019

To whom it may concern:

I am writing this letter to better inform you of my experience with the GFHBA and MBIA organizations and my specific involvement with each.

The Great Falls Home Builder Association (GFHBA) is a politically driven group that is driven to represent the common interests of a home builder/contractor. I have been an associate member of this organization for eighteen years. In this time, I have held every elected position of the board. This would include treasurer, Second Vice President, Vice President, and President. In addition to these, I currently hold an accessory position in our local board as the MBIA representative. All of these positions have required me to represent myself in front of my members and or the general public. In consideration of committees associated with this organization, I have and am currently part of the Home and Garden Show, the Parade of Homes, the Annual golf scramble, and our Annual Christmas party. My Home and Garden Show position has kept me involved with the Expo Park, Susan, and any associated county workers.

The Montana Building Industry Association (MBIA) represents our local associations on "The Hill" in Helena, Montana. I currently hold and have held three positions within this group for the last three years. One is as the Great Falls MBIA representative. This position stays in close contact with our state EO in order to convey information back to our local association and or vise versa. My second position held is as Membership Chair. This position reviews our membership statistics, celebrates our local successes, informs of opportunities, and reports back to the MBIA. My third position is as an Alternate Associate Representative for the State of Montana, on a national level. This position involves providing information form our state to national and or vise versa. My involvement within this organization ramps up during legislative years, could require me to take a stand on Capital Hill, or place me among political leaders.

The current positions I hold do not seem to interfere with the current Expo Park Advisory board meetings, taking place at the end of the month.

Respectfully submitted,


Les Bruner

June 1, 2020

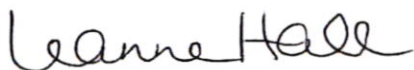
Cascade County Commissioners:

Please accept my enclosed application to renew my current position on the Expo Park Advisory Board.

I have enjoyed the past three years on the board and learned many things. The first year was mostly observation, but during the past two years I have learned a lot and had the opportunity to work with the staff and meet many of the vendors who are involved with events at Expo Park. There are so many amazing people who have been doing their part for many years to make the events successful.

As an advisory board member, I would like to continue to represent the community by sharing and presenting ideas to help make Expo Park and the Montana State Fair the best it can be for Cascade county.

Thank you,

A handwritten signature in cursive script that reads "Leanne Hall". The signature is written in dark ink and is positioned above the printed name.

Leanne Hall

405 Park Dr N

Great Falls, MT. 59401

406-590-2921



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 6-1-20

NAME

Leanne Hall

TELEPHONE (Home) —

⁴⁶⁷⁻
(Work) 2527

⁵⁹⁰⁻
(Cell) 2921

(E-Mail) leanne@sunriverelectric.coop

CURRENT

ADDRESS 405 Park Dr N 8E Great Falls, MT 59401

Previous Public Experience (Elected or Appointed) —

Previous Volunteering or County Boards

See attached sheet

Current Volunteering or County Boards

Expo Park Advisory Board

Since June of 2017

Current

Employer

Sun River Electric Cooperative, Inc
Fairfield, MT

Education

Fairfield Public School K-12

NWPPA Accounting Certification Dahl's Cosmetology

Please indicate which of the following Boards/Trustee positions you are interested in.

Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input checked="" type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Please see attached sheet

Volunteering

Current:

Electric Cooperative Washington DC Youth Tour – volunteer chaperone for the past 9 years – in 2019 - I filled in as the director why the position was being filled.

Sun River Electric Cooperative Annual Golf Scramble – helped organize and run the golf scramble for the past 21 years which earns money to donate to a community project.

Montana Electric Cooperative Association - chairman of the Education/Training committee for the past 9 years.

Access Fitness – volunteering at the vendor booths and health/fitness events.

Past:

4-H – I was a member for 10 years and participated in many leadership conferences and helped to organize yearly camps and the county fairs.

Fairfield School PTA – member for several years – president one year.

Fairfield Swim Day - many years of volunteering – 1 year co-chairman and 1 year chairman.

Cruise 4 Kids – helped with set-up and bike give-away every year for 3rd graders in the Great Falls public schools.

Gibson Park Lighting Project – helped with volunteering and organization of the Harvest Thunder Triathlon which was the main fund raising project at the time.

Center for Mental Health – Beautiful Minds Walk – set-up and volunteering at the annual walk.



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 10 Jun 2020

NAME Lynn Ulmer Oatman

TELEPHONE (Home) _____ (Work) _____ (Cell) (406) 781-7352 (E-Mail) lynnulmeroatman@gmail.com

CURRENT ADDRESS 633 36 Ave NE Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) _____

Previous Volunteering or County Boards American Legion Baseball Volunteer Board Member - 15 years
Special Olympics, Boys and Girls Club

Current Volunteering or County Boards Park and Recreation Advisory Board Member, Waggin Tails Optimist Club,
Rescue Mission, Montana Enlisted Association Board Member and Russell Country Federal Credit Union Associate Board Member

Current Employer Retired from Montana Air National Guard

Education Graduate of Charles M. Russell High School, Bachelor Of Science - Marketing and Health Care Administration,

Associate Degrees - Human Resources Mgmt, Education and Training Mgmt and Logistics Mgmt

Please indicate which of the following Boards/Trustee positions you are interested in.

Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input checked="" type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Numerous Military Professional Education Courses, Equal Employment Opportunity (EEO) Counselor

Trained Federal Conflict Mediator

I am a Great Falls, Cascade County, native and have been actively involved in our community and surrounding area since my days as a Girl Scout at Sacajawea Elementary School. I believe it is a citizen's duty to be actively involved in their community and volunteer their time, energy and expertise to organizations, whether they are financial, civic, government, religious, etc. based. I truly enjoy helping others and finding ways to improve processes. It's my passion!

It would be an honor and privilege to become a member of the Cascade County ExpoPark Advisory Board to help achieve the visionary and strategic planning goals of the organization.

Respectfully,
Jan Miller Catron

June 23, 2020

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Belt Library Board Appointment

PRESENTED BY: Commission

Belt Library Board

<u>Applicant</u>	<u>Vacancy (1)</u>	(5 Year) Term Expiration: June 30, 2025
-------------------------	---------------------------	--

Lisa Waldner	_____	(New Applicant)
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CASCADE COUNTY
BOARD APPLICATION

Cascade County Commissioners
RECEIVED

JUN 15 2020



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 6/8/20

NAME Lisa Waldner

TELEPHONE (Home) 406-277-4408 Work 406-277-335 (Cell) 406-750-6288 (E-Mail) lwaldner@beltschool.com

CURRENT ADDRESS 306 1st Ave. N. Belt Mt. 59412

Previous Public Experience (Elected or Appointed) _____

Belt Federation of Teachers Officer

Previous Volunteering or County Boards _____

Current Volunteering or County Boards _____

Basin Bible Fellowship Board Member

Current Employer Belt School

Education Bachelor's of Science Teaching K-8 w/ reading endorsement
Master's of Education Curriculum and Instruction.

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input checked="" type="checkbox"/> <u>Belt</u> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

I would like to be considered for a position on the Belt
Public Library Board.

June 23, 2020

Resolution 20-36

Agenda Action Report
prepared for the
Cascade County Commission

<u>ITEM:</u>	Lighting Districts Budget Amendment
139	
<u>INITIATED BY:</u>	Cascade County Clerk & Recorder
<u>ACTION REQUESTED:</u>	Approval of Resolution #20-36
<u>PRESENTED BY:</u>	Rina Fontana Moore
	Cascade County Clerk & Recorder

SYNOPSIS:

The Cascade County Lighting Districts need additional budget for electric expenses in FY20. Expenses were slightly higher than estimated. Increase will come from cash reserves in each fund.

RECOMMENDATION:

Approval of Resolution #20-36.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Resolution #20-36 and allow the Cascade County Clerk & Recorder/Elections Administrator to increase budget in the Lighting District funds to pay June 2020 electric bills.

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Resolution #20-36 and not allow the Cascade County Clerk & Recorder/Elections Administrator to increase budget in the Lighting District funds to pay June 2020 electric bills.

REQUEST FOR BUDGET APPROPRIATION

Date: 6/9/2020

To: Cascade County Board of Commissioners

Program Name: Lighting Districts

CFDA #

Contract #

Responsible Department: Clerk & Recorder

Prepared by: D Mckechnie

Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	2406	999	- C0263	- 300.341	570	5	575
Acct #	2413	- 999	- C0263	- 300.341	430	5	435
Acct #	2417	- 999	- C0263	- 300.341	5,325	30	5,355
Acct #	2421	- 999	- C0263	- 300.341	570	5	575
Acct #	2423	- 999	- C0263	- 300.341	20,092	250	20,342
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
					<u>26,987</u>	<u>295</u>	<u>27,282</u>
<u>Revenues</u>							
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
					<u>0</u>	<u>0</u>	<u>0</u>

Explanation of budget changes:

Increase electric expenses for Lighting Districts from cash reserves.

Changes authorized by:

Department Head Signature or
Elected Official Signature

Date

Budget Officer

Date

Print Name

June 23, 2020

Contract 20-71

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Montana Wool Growers Association
Predator Control Fund
Memorandum of Understanding

INITIATED AND PRESENTED BY: Commission

ACTION REQUESTED: Approval of Contract 20-71

BACKGROUND:

In accordance with the terms of Cooperative Service Agreement between the USDA APHIS Wildlife Services Program and the Montana Wool Growers Association, Cascade County agrees to allocate \$2,641 for the protection of sheep from destructive animals. This amount is based on the Stock Sheep on the tax rolls (4402) by the Sheep License Fee/Head (.60). $4402 \times .60 = \$2,641$

EFFECTIVE: July 1, 2020 – June 30, 2021

TOTAL AMOUNT: \$2,641

RECOMMENDATION: Approval of Contract 20-71.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-71, Montana Wool Growers Association Predator Control Fund Memorandum of Understanding, allocating \$2,641 for the protection of sheep from destructive animals.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-71, Montana Wool Growers Association Predator Control Fund Memorandum of Understanding, allocating \$2,641 for the protection of sheep from destructive animals.

CONTRACT

20-71

MONTANA WOOL GROWERS ASSOCIATION
PREDATOR CONTROL FUND
P.O. Box 1938
Billings, MT 59103

(406) 657-6464

MEMORANDUM OF UNDERSTANDING

For the period: **JULY 1, 2020 TO JUNE 30, 2021**

In accordance with the terms of a Cooperative Service Agreement between the USDA APHIS Wildlife Services program and the Montana Wool Growers Association, **CASCADE COUNTY** agrees to allocate \$ 2,641 for the protection of sheep from destructive animals.

Funds under this agreement will be expended to carry out a mutually-agreed-upon program to minimize economic depredations. The county will be billed semiannually on **DECEMBER 1** and **JUNE 1**. Funds will be made payable to and deposited in the Predator Control Fund, Montana Wool Growers Association.

Predatory animal pelts of value salvaged by the Wildlife Services program will be sold and the proceeds deposited in the Predator Control Fund, to be expended in cooperation with Wildlife Services to further the program.

The program is agreed upon as follows:

(1) Wildlife Services Specialist will conduct Wildlife Services in Cascade and Liberty Counties and the portion of Chouteau County west of Highway 236. Airplane will be used where feasible and funds available.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE

For the MONTANA WOOL GROWERS ASSOCIATION

DATE

Stock Sheep On Tax Rolls : 4402

(A signed copy
will be returned
for your files.)

Sheep License Fee/Head : .60

June 23, 2020

Contact 20-72

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Montana Stockgrowers Association
Predator Control Fund
Memorandum of Understanding

INITIATED AND PRESENTED BY: Commission

ACTION REQUESTED: Approval of Contract 20-72

BACKGROUND:

In accordance with the terms of Cooperative Service Agreement between the USDA APHIS Wildlife Services Program and the Montana Stockgrowers Association, Cascade County agrees to allocate \$23,990 for the protection of cattle from destructive animals. This amount is based on the Stock Cattle on the tax rolls (47,980) by the Cattle License Fee/Head (.50). $47,980 \times .50 = \$23,990$

EFFECTIVE: July 1, 2020 – June 30, 2021

TOTAL AMOUNT: \$23,990

RECOMMENDATION: Approval of Contract 20-72.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract 20-72, Montana Stockgrowers Association Predator Control Fund Memorandum of Understanding, allocating \$23,990 for the protection of cattle from destructive animals.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-72, Montana Stockgrowers Association Predator Control Fund Memorandum of Understanding, allocating \$23,990 for the protection of cattle from destructive animals.

MONTANA STOCKGROWERS ASSOCIATION
PREDATOR CONTROL FUND
P.O. Box 1938
Billings, MT 59103

(406) 657-6464

MEMORANDUM OF UNDERSTANDING

For the period: **JULY 1, 2019 TO JUNE 30, 2020**

In accordance with the terms of a Cooperative Service Agreement between the USDA APHIS Wildlife Services program and the Montana Department of Livestock, **CASCADE COUNTY** agrees to allocate \$ 23,990 for the protection of cattle from destructive animals.

Funds under this agreement will be expended to carry out a mutually-agreed-upon program to minimize economic depredations. The county will be billed semiannually on **DECEMBER 1** and **JUNE 1**. Funds will be made payable to and deposited in the Predator Control Fund, Montana Stock Growers Association.

Predatory animal pelts of value salvaged by the Wildlife Services program will be sold and the proceeds deposited in the Predator Control Fund, to be expended in cooperation with Wildlife Services to further the program.

The program is agreed upon as follows:

- (1) One Wildlife Services Specialist (WSS) will conduct Wildlife Services in Cascade County.
- (2) Funds generated under this agreement will be expended within Cascade County for costs associated with the WSS (vehicle, partial salary) and contract fixed wing and/or helicopter flying.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE

For the MONTANA STOCKGROWERS ASSOCIATION

DATE

Stock Cattle On Tax Rolls: 47980

Cattle License Fee/Head: \$0.50

(A signed copy
will be returned
for your files.)

June 23, 2020

Contract 20-73

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Random Home Checks Contract #PIF19-2

INITIATED AND PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-73

BACKGROUND:

The Random Home Visits Contract #PIF19-2 is entered between the State of Montana, Office of the Court Administrator, the 8th Judicial District Youth Court Services and the Cascade County Sheriff's Office. This contract is to provide Preventive Incentive Funds (PIF) for the Alternative Education Program. The purpose is to conduct random home visits for Juvenile Drug Court Youth to ensure accountability.

TERM: May 1, 2020 - June 30, 2021

AMOUNT: Total Payment to the County may not exceed \$6000.00

RECOMMENDATION: Approval of Contract 20-73

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-73, Random Home Checks Contract #PIF19-2 between State of Montana, Office of Court Administrator, the 8th Judicial District Youth Court Services and the Cascade County Sheriff's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-73, Random Home Checks Contract #PIF19-2 between State of Montana, Office of Court Administrator, the 8th Judicial District Youth Court Services and the Cascade County Sheriff's Office.

**Random Home Checks
Contract #PIF19 - 2**

THIS CONTRACT is entered into by and between the State of Montana, **8th Judicial District Youth Court** (hereinafter referred to as the "State"), whose address and phone number are Youth Court Services, 415 Second Avenue North Room 108, Great Falls, MT 59401 and (406) 454-6880 and the **Office of the Court Administrator** whose mailing address and phone number are PO Box 203002, Helena, MT 59620-3002 and (406) 444-1403 (collectively referred to as "State"), and **Cascade County Sheriff's Office** (hereinafter referred to as the "Contractor"), whose address and phone number are 3800 Ulm North Frontage Road, Great Falls, MT 59404 and (406) 454-6820. The purpose of this contract is to provide FY 2019 Preventive Incentive Funds (PIF) to the 8th Judicial District Youth Court Services for the Alternative Education Program.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE AND DURATION

The contract's term is **May 1, 2020 through June 30, 2021**, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State the following:

Cascade County Sheriff's Office will complete random home visits for Juvenile Drug Court youth to ensure accountability. Deputies will check for curfew compliance, appropriate parental supervision and drug and alcohol use.

3. WARRANTY OF SERVICES

3.1 Performance Warranties. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the contract and the transactions contemplated therein. The consummation of the transactions contemplated in the contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

A rate of \$37.50 per hour, with a minimum of three hours cost per week which includes administrative duties. If for any reason Contractor is unable to perform home visits no penalty cost will be incurred

Total payment under this contract may not exceed \$6,000. The Contractor is not required to provide services once the contract amount has been reached. The Contractor shall submit a monthly invoice to the 8th Judicial District Youth Court for approval indicating number of youths served, number of hours of service, cost per hour, and total cost.

4.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

4.4 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance (Section 18-1-118, MCA). The State may terminate this contract under Section 13, without incurring liability, for the Contractor's refusal to allow access as required by this section (18-1-118, MCA.).

5.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of eight years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent, in the State's sole discretion (18-4-141, MCA.). Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

7. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

8.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPUANCE WITH WORKERS' COMPENSATION A_CJ

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

10. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects' subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit its website at <http://sos.mt.gov>.

13. CONTRACT TERMINATION

13.1 State's Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.2 Contractor's Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of not less than (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect.

The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14. EVENT OF BREACH- REMEDIES

14.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 19 obligations; or
- voluntary or involuntary bankruptcy or receivership.

14.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

14.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 13; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition. The party claiming force majeure shall use commercially reasonable efforts to mitigate the duration of any delay in performance.

16. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

18. LIAISONS AND SERVICE OF NOTICES

18.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Octavia Brewer is the State's liaison.
Address: PO Box 203002
Helena, MT 59620-3002
Telephone: (406) 444-1403
Fax: (406) 444-0834
E-mail: obrewer2@mt.gov

Jesse Slaughter is Contractor's liaison.
Address: 3800 Ulm North Frontage
Great Falls, MT 59404
Telephone: (406) 454-6820
Fax: (406) 454-6941
E-mail: jslaughter@cascadecountymt.gov

18.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

19. MEETINGS

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired, however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

20. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or

termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

21. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (18-1-401, MCA.).

22. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

23. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

24. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

25. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

25.1 Contract. This contract consists of eight (8) numbered pages. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

25.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

25.3 Survival. The Warranties, Access and Retention of Records, Hold Harmless/Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the contract shall survive the termination or expiration of the contract.

25.4 Construction. The contract will not be presumptively construed for or against either party. Section titles, headings and captions in the contract are for convenience only and will not affect the contract's interpretation. As used in the contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

26. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

27. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

8TH JUDICIAL DISTRICT
415 Second Ave. North #108
Great Falls, MT 59401

BY: Mary Sinnott
Mary Sinnott, Chief JPO

DATE: 6.3.2020

Office of the Court Administrator
PO Box 203005
Helena, MT 59601

BY: _____
Beth McLaughlin, Court Administrator

DATE: _____

Cascade County Sheriff
352 2nd Ave. North
Great Falls, MT 59401

BY: Jesse Slaughter
Jesse Slaughter, Sheriff/Coroner

DATE: 6/5/2020

Board of County Commissioners,
Cascade County, Montana

James L. Larson, Chair

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____, 20__.

Attest

On this day of _____, 20__, I hereby attest the above-written signatures of James L. Larson, Joe Briggs, and Jane Weber, Cascade County Commissioners.

(Clerk and Recorder Seal)

Rina Moore, Cascade County Clerk and Recorder

Court Administrator

June 23, 2020

Contract 20-80

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: United States Marshals Service Short-Term
Joint Operation MOU

INITIATED AND PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-80

BACKGROUND:

The Memorandum of Understanding (MOU) is entered into by the CCSO and the United States Marshals Service (USMS). The USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are noncompliant. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

TERM: May 1, 2020 - June 30, 2021

AMOUNT: Reimbursable Funds for all USMS approved expenditures are capped at no more than \$7,550.82

RECOMMENDATION: Approval of Contract 20-80.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-80, United States Marshals Service Short-term Joint Operation MOU and the Cascade County Sheriff's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-80, United States Marshals Service Short-term Joint Operation MOU and the Cascade County Sheriff's Office.

SECTION 8: STATE/LOCAL FINANCIAL CONTACT INFORMATION:

A. The state/local agency will be applied by the state/local agency financial contact information.

B. The state/local agency will provide a valid DUNS number from the SAM.gov database.

Name: Cory Reeves

E-mail: creeves@cascadecountymt.gov

Phone: 406-454-7683

State/Local Agency DUNS #: 0103160493

CONTRACT

20-80

U.S. Department of Justice
United States Marshals Service

Investigative Operations Obligation Document

INSTRUCTIONS: See page 2 for detailed instructions.

SECTION 1: OBLIGATION

The obligation number will be entered once all parties have signed the form USM614.

UFMS OBLIGATION #: M-20-A34-000938

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of U.S. Marshals Service operations, pursuant to the Memorandum of Understanding (MOU) between:

Cascade County Sheriff's Office

and

District of Montana (46)

SECTION 3: PROJECT / OPERATION NAME

Electric City Compliance 3

SECTION 4: PERIOD OF PERFORMANCE

June 16, 2020

to

June 17, 2020

SECTION 5: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC	PURPOSE	DOLLAR AMOUNT
				21000	Travel / Per Diem	
				31011	Investigative Expenses	
2020	D46 H51	0324AD	FWB3000F	25200	State & Local Overtime	\$702.00
				26001	Supplies & Materials	
					Panasonic Tb w/ dock stn	\$3,775.00
					Canon EOS Mark 2	\$1,250.00
					Canon EF Lens	\$1,525.00
					Pelican Case	\$73.82
					Canon Speedlite 430 EX	\$225.00
TOTAL OBLIGATION AMOUNT:						\$7,550.82

ADD APPROPRIATION DATA

SECTION 6: CONTACT INFORMATION

DISTRICT/HQ CONTACT:

Name: Rory Barker

Phone: 406-564-0047

E-mail: rory.barker@usdoj.gov

STATE/LOCAL CONTACT:

Name: Jon Kadner

Phone: 406-454-7698

E-mail: jkadner@cascadecountymt.gov

SECTION 7: AUTHORIZATION

This obligation document serves as notification of funding provided to support state and local agencies participating in U.S. Marshals Service Operations subject to the availability of funds. The U.S. Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

USMS Administrative Representative - Certification of Funds:

Signature: CAROL RASH

Digitally signed by CAROL RASH
Date: 2020.06.10 08:30:11 -0600

Date: 06/10/2020

Carol Rash Administrative Officer

USMS Operational Representative - Obligation Approval:

Signature: TIMOTHY HORNUNG

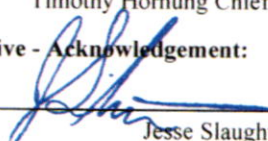
Digitally signed by TIMOTHY HORNUNG
Date: 2020.06.10 09:55:46 -0600

Date: 6/10/2020

Timothy Hornung Chief Deputy U.S. Marshal

Departmental Representative - Acknowledgement:

Signature:



Jesse Slaughter Sheriff

Date: 6/12/2020

SECTION 8: STATE/LOCAL FINANCIAL CONTACT INFORMATION:

FORM USM-614 INSTRUCTIONS

The Investigative Operations Obligation Document is designed to provide district, regional fugitive task forces, and SOIB one standard obligating form to record new obligations with in UFMS. To adjust funding in an existing obligation, please refer to Form USM-614A, Investigative Operations Modification Document. Funding in support of the operation is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the state or local law enforcement agency participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district, RFTF, and SOIB office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Obligation number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS Office.

SECTION 3: Project/Operation Name

- A. USMS Office will insert the name of the project or operation being funded.

SECTION 4: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page Investigative Operations Obligation Form may not cross fiscal years.
- B. Period of performance must begin no earlier than the date of funds availability and end no later than September 30 of the current fiscal year.

SECTION 5: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: Will be assigned by USMS Office.

SECTION 6: Contact Information

- A. Enter District/HQ contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by the USMS representative upon confirmation that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by USMS representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the USMS representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Once form is signed by all parties in section 7, the USMS office that is responsible for initiating the commitment, will create the obligation in UFMS and attach this form.

SECTION 8: State/local Financial Contact Information

- A. The state/local agency will be applied by the state/local agency financial contact information.
- B. The state/local agency will provide a valid DUNS number from the SAM.gov database.

United States Marshals Service

Short-Term Joint Operation – Memorandum of Understanding

Rev. 11/2019

PARTIES AND AUTHORITY: This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1) and 34 U.S.C. § 20941. Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Investigative Operations Division (IOD) regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION: The primary mission of the operation is to conduct joint law enforcement activities to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

Federal fugitive cases referred through this joint operation for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency. Entry of warrants into NCIC is critical to enhance officer safety and to facilitate proactive enforcement, and intelligence gathering.

PERSONNEL: Administrative matters, which are internal to the participating agencies, remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

Non-USMS law enforcement officers assigned for purposes of this joint operation will be deputized as Special Deputy U.S. Marshals as needed for Investigative or Geographic Jurisdiction. Joint operation personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of the joint operation. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses, to include overtime for other personnel, including administrative personnel, where approved as part of the joint operation, shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted at the conclusion of the joint operation, and which provides the names of the investigators or administrative personnel who incurred overtime for the joint operation; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator or administrative personnel, and the total cost. If the joint operation lasts longer than 90 days, requests should be submitted quarterly.

The request for reimbursement must be submitted to the District Chief Deputy or IOD Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursable Funds for all USMS approved expenditures are capped at no more than

\$ 7,550.82

RECORDS AND REPORTS: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the temporary, short-term joint law enforcement operations shall be retained by the agency in the joint operation responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Joint operation statistics will be maintained by the USMS. Statistics will be made available to any participating agency upon request.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing the USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Temporary, short-term joint law enforcement operations records and documents, including reports prepared in cases assigned to temporary, short-term joint law enforcement operations personnel, will be maintained in USMS electronic records.

This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. If information developed during a USMS investigation is included in such a form, the TFO's department will maintain the information as an agent of the temporary, short-term joint law enforcement operations. No information gathered during the course of the temporary, short-term joint law enforcement operations activities, to include informal communications between TFOs and USMS personnel, may be disseminated to any third party, non-joint operation member by any joint operation member without the express permission of the District Chief Deputy or IOD Chief Inspector, or his/her designee.

Documents containing information that identifies or tends to identify a USMS confidential source shall not be placed in the files of participating agencies unless appropriate USMS policy has been satisfied.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tips" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the participating agency will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the joint operation will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy or IOD Chief Inspector and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved joint operation personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the District Chief Deputy or IOD Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the joint operation and the participant agency.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:

Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

Operation Name: Electric City Compliance 3

UNITED STATES MARSHAL, RFTF COMMANDER, or IOD REGIONAL CHIEF INSPECTOR:

Print Name: Timothy Hennings CDUSM

Signature: [Signature] For: CDUSM

Date: 6/10/20

PARTICIPANT AGENCY:

Name: Cascade County Sheriff's Office

Phone: 406-454-7698

Location (City and State): Great Falls, MT

PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: Jon Kadner Sergeant

Signature: [Signature]

Date: 6/12/20

PRINT FORM

June 23, 2020

Contract #20-74

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-74
Montana DPHHS
CARES Act Grant

INITIATED AND PRESENTED BY: Trisha Gardner, Public Health Officer

ACTION REQUESTED: Approval of Contract #20-74

BACKGROUND:

This agreement is entered into pursuant to funding made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

Funds can be used for current and future COVID-19 response and preparedness activities, and public health operations and functions that have been disrupted by the current COVID-19 pandemic.

TERM: June 23, 2020 – January 31, 2021

AMOUNT: \$ 254,603.00

RECOMMENDATION: Approval of Contract #20-74

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-74, Montana DPHHS CARES Act Grant

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-74, Montana DPHHS CARES Act Grant

Menu

[? \(https://www.submittable.com/help/submitter\)](https://www.submittable.com/help/submitter)

TG

CONTRACT

20-74

[Back to Forms\(/user/submissions/16354253#page-form-requests\)](/user/submissions/16354253#page-form-requests)

Public Health Grant - Contract

I consent to conduct transactions electronically *

By clicking the box above, I agree to conduct transactions by electronic means, agree to the terms of this agreement, and declare that I am legally capable of, and authorized to enter into this binding contractual agreement for the purpose of obtaining grant funds from the State of Montana to be administered according to the terms and conditions of this agreement and associated documents.

Public Health Program Grant Agreement

As the responsible authorized agent of the applicant, I certify and agree as follows:

1. I certify to the best of my knowledge and belief, the information provided in my application is true and correct.
2. I understand that submitting false, misleading, or incomplete information in connection with this application will result in disqualification from financial assistance from the State of Montana and may require repayment of entire grant amount.
3. I agree to comply with all federal, state, and local laws, licenses, permits, and regulations including those prohibiting discrimination on the basis of race, sex, religion, national origin, age, or handicap.
4. I agree to provide a report on the results of the activity as requested by the State of Montana.
5. I understand that any information submitted with the application, including but not limited to, organization name, location, amount requested, amount received, and use of funds shall be considered public information. Sensitive personally identifiable information such as driver's license, Social Security Number, and financial information will be protected from public disclosure. Other information which applicant wishes to remain confidential will require prior approval from agency legal staff.
6. I personally guarantee the performance of the obligations contained and agreed to in this agreement. In the event that I misuse the funds or fail to use the funds for eligible expenditures, I guarantee to perform and be held responsible in the same way as if I were personally the recipient of the funds.
7. I have read, understand, and agree to all the terms herein.

1) PARTIES

This agreement is entered into between Applicant and the Montana Department of Health and Human Services (Grantor).

2) TERM

This agreement shall terminate January 31, 2021.

3) PURPOSE

This agreement is entered into pursuant to funding made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

4) FUNDED ACTIVITIES

The Grantor may provide money to Applicant for the purposes stated in this agreement. Any use of funds for purposes not specified in this agreement is a breach of this agreement.

Applicant agrees to use the funds in a manner consistent with their application.

As approved, Applicant's proposed expenditures qualify as eligible support without risk of penalty or repayment.

Applicant shall not use any part of the funds as a match to obtain funding for any project unrelated to Applicant's application without the Grantor's written consent.

If Applicant's business or organization is dissolved, sold, or moved out of state within twelve (12) months of the original awarding of funding, Grantor may require all funding be returned.

Equipment purchased in excess of \$5,000 under the terms of this agreement may not be sold by Applicant within 12 months of January 31, 2021 without written permission by Grantor.

Public Health Grant - Eligible Expenditures:

Funds can be used for current and future COVID-19 response and preparedness activities, and public health operations and functions that have been disrupted by the current COVID-19 pandemic.

Ineligible Expenditures:

- Lobbying or political purposes.
- Damages covered by insurance.
- Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- Reimbursement to donors for donated items or services.
- Workforce bonuses other than hazard pay or overtime.
- Severance pay.
- Legal settlements.

5) COMPENSATION

The Grantor agrees to provide Applicant direct funding assistance for eligible costs described in Applicant's application. Funds must be used for the approved purposes only and failure to properly document and account for fund expenditures constitutes breach of this agreement and may result in full repayment of grant including associated costs and fees. Applicant shall reimburse Grantor for any funds used for purposes not authorized by this agreement.

6) COMPLIANCE / REPORTING

Applicant shall provide the Grantor with a final activity and expenditure report as outlined in this section. Reporting is a critical requirement of this agreement and may be submitted at any time following expenditure of funding, but no later than January 31, 2021.

Applicant must comply with reporting requirements communicated by Grantor, and file a comprehensive final report no later than January 31, 2021. Reporting requirements will be posted at covidrelief.mt.gov (<http://covidrelief.mt.gov>). Applicant's failure to comply with reporting requirements constitutes breach of this agreement.

Final reporting shall include (1) a detailed financial report and any necessary supporting documentation certifying that all money granted has been used for the approved purposes and; (2) a summary of the project or event describing the impact of the funds.

Upon approval of complete and accurate reporting documents, Grantor warrants and ensures compliance with applicable federal oversight rules and regulations. Grantor will hold Applicant harmless for unavoidable business failures or other unforeseen losses arising as a result of the COVID-19 emergency up to the full amount of this agreement.

Failure to provide the required reports at the scheduled time constitutes a breach of this agreement.

7) GRANTOR LIAISON:

The liaison for Grantor is:

Montana Department of Health and Human Services

PO Box 4210

Helena, MT 59604

406.444.3130

8) LEGAL RELATIONSHIP BETWEEN THE PARTIES

This agreement does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between Grantor and Applicant, its agents, employees, cooperators, subcontractors, or independent contractors.

9) ACCESS FOR MONITORING AND REVIEW

Applicant shall allow Grantor and its agents access at any reasonable time to the project sites, financial documents, and activity records pertaining to the grant so the Grantor may carry out any desired monitoring or review to determine compliance with this agreement.

Applicant agrees that Grantor or the Legislative Audit Division may, at any reasonable time, audit all records, reports, and other documents which Applicant maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Grantor may require, with reasonable notice, Applicant to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by Applicant.

10) FAILURE TO COMPLY

If Applicant fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Grantor, the Grantor may terminate this agreement pursuant to the section entitled "Termination." In the event this agreement is terminated for failure to comply, Applicant shall report on results of the project to date. The Grantor reserves the right to seek additional reimbursement from Applicant if the Grantor determines that funds were improperly received, paid in error, or a material breach of the agreement has occurred.

11) TERMINATION

Grantor may terminate this agreement for failure of Applicant to perform in accordance with the terms of this agreement, after providing Applicant with written notice to Applicant, of the stated failure and an opportunity to cure the issue of nonperformance. The written notice must specify the performance failure and provide Applicant an opportunity to correct the failure within a specified period of time not less than 21 days. If the failure is not corrected within the specified period, or such other period as agreed upon by the parties in writing, the termination is effective at the end of the specified period.

Upon receiving a notice of termination of this agreement, Applicant shall immediately cease all activities under this agreement unless Grantor expressly directs otherwise in such notice of termination. Applicant will be reimbursed for all costs incurred in compliance with this agreement prior to the notice of termination.

12) MONTANA'S LAW AND VENUE

The parties mutually agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provision thereof shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

13) ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The parties mutually agree that there will be no assignment, transfer, or subcontracting of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

14) NON-DISCRIMINATION

Any hiring of employees or provisions of goods or services under this agreement by the Applicant shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

15) COMPLIANCE WITH LAWS

16) MODIFICATION AND PREVIOUS AGREEMENT:

17) INDEMNITY AND LIABILITY:

18) SEVERABILITY:

19) CONFIDENTIALITY AND PUBLIC DISCLOSURE:

20) AUTHORIZATION

21) DISPUTE RESOLUTION:

B. If informal negotiations fail to resolve the dispute, the parties agree to seek mediation using a mediator acceptable to both parties.

C. If mediation fails to resolve the dispute within sixty (60) days of initial mediation session, the parties may proceed to contested case hearing under the Montana Administrative Procedures Act.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0040

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination

provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard 424B (Rev. 7.97)

Prescribed by OMB Circular A-102

Signed by: *

First Name

Last Name

Title at Organization *

Date *



Save Draft

Submit Form

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Menu

Back to Forms(/user/submissions/16354253#page-form-requests)

W-9 and EFT Forms for Completion

SECTION 1: Substitute W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

For instructions on how to fill out this electronic version of a W-9, please download and read through the IRS instructions [here](https://www.irs.gov/pub/irs-pdf/fw9.pdf) (https://www.irs.gov/pub/irs-pdf/fw9.pdf)

1. Name (as shown on your business income tax return) Name is required on this line; do not leave this line blank. *

County of Cascade

Limit: 40 characters

Provide the Name **exactly** as reflected on the latest income tax return. So if Sole Proprietor this may be your First and Last Name. If Corporation this may be the Business Name.

2. Business name/disregarded entity name, if different from above.

Cascade City-County Health Department

Limit: 40 characters

For example, if Sole Proprietor Q2. is where you would provide the Name of your Business.

3. Check the appropriate federal tax classification of the person/business whose name is entered on line 1 above. Select only one of the following options. If you are a nonprofit of any type please select the option "TAX-EXEMPT (501(C)(3))" *

Individual

Sole Proprietor

Single-member LLC

C Corporation

S Corporation
Partnership
Trust/estate
Limited Liability Company
LLC/S Corp
Limited Liability Partnership
Limited Partnership
LLC/C Corp
General Partnership
Government
Cooperatives
TAX-EXEMPT (501(C)(3))
PROFESSIONAL CORPS

Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Local Government - Political Subdivision of State of Mt

If Other (See instructions)

4. Exemptions (codes apply only to certain entities, not individuals). Enter Exempt payee code (if any)

3

Enter Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions. *

325 2nd Ave N

Limit: 55 characters

This is where the requester of this Form W-9 will mail your information returns.

6. City *

Great Falls

Limit: 30 characters

State (2 letter abbreviation - such as MT) *

MT

Limit: 2 characters

ZIP code *

59401

Limit: 5 characters

Requester's name and address (optional)

The requester of this Form W-9 is the State of Montana.

7. List account number(s) here (optional)**Social Security Number (must be 9 digits - no dashes)**

SSN/EIN Example: 123456789

Provide a Social Security Number if an individual, two or more individuals with a joint account, a sole proprietorship or disregarded entity owned by an individual, a grantor trust, or a custodial account of a minor.

[OR] Employer Identification Number (9 digits - no dashes)

816001343

SSN/EIN Example: 123456789

Provide an Employer Identification Number if a corporation, a tax-exempt organization or association, a partnership, a multi-member LLC, a broker or registered nominee, a public entity, or a grantor trust.

W-9 Certification

Under penalties of perjury, I certify that:

- ☐ 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal
- ☐ Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

Certification instructions. You must leave this unchecked if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

- ☐ 3. I am a U.S. citizen or other U.S. person (defined below); and

- ☐ 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Name of Person Certifying this W-9 Information

Trisha Gardner

Today's Date

06/11/2020

Go to www.irs.gov/FormW9 (for instruction and the latest information).

SECTION 2: STATE OF MONTANA - 204 - ELECTRONIC FUNDS TRANSFER SIGN UP

This is an electronic version of the State of Montana form 204. Incomplete forms will not be processed.

Request Type of EFT *

Initial Request

Change/Update/Add Account

Account on File with Correct Bank Information

Remove Account

Select the type of EFT you are submitting. If you have **never** received funds from the State of Montana this will be an initial request. If you have received funds from the State by a check or if your bank account information has changed, this will be a change/update/add request. If you are unsure of your account with the State, select change/update/add account. If you select account of file with correct bank information, we will still need the business bank information to verify the account.

2) Name of person certifying this account information:

I hereby certify that the account indicated on this form is under my *
direct control and access; therefore, I authorize the State Treasurer as
fiscal agent for the State of Montana to initiate, change or cancel credit
entries to that account as indicated on this form. This authority is to
remain in full force and effect until the State of Montana has received
written notification from either me or an authorized officer of the
organization of the account's termination in such time and in such a
manner as to afford the State of Montana a reasonable opportunity to
act upon it.

3) Bank Name *

Bank Routing Number *

Routing Number Example: 123456789

Bank Account Number *

Account Type *

Checking

Savings

4) Supplier Name (Name of Grantee Entity)

The following information should be consistent with the information of your business bank account.
It will be used to verify that the banking information is consistent with the person or business
associated with it.

5) Grantee - Tax ID Number (must be 9 digits) *

SSN/EIN Example: 123456789

This should be consistent with the tax identification information provided in the Form W-9.

Grantee - Type of ID Number above *

SSN

FEIN

Grantee Address *

Country



Address

Address Line 2 (optional)

City

State, Province, or Region

Zip or Postal Code

Grantee Phone Number ***Grantee Email ***

8) Authorization

This authorization will remain in effect until either cancelled in writing or an updated form is submitted to the Agency you currently do business with.

By clicking here, you agree that this authorization will remain in effect until either cancelled in writing or an updated form is submitted to the Agency you currently do business with. *

Today's Date *



9) Authorized Signature (Electronic) *

Title (if applicable)

Save Draft

Submit Form



Last Saved a few seconds ago

June 23, 2020

Contract #20-75

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 20-75**
Task Order 21-07-3-01-002-0
Montana Cancer Control Programs, Montana
Asthma Control Program, Montana Tobacco
Use Prevention Program, and the Montana
CONNECT Program

INITIATED AND PRESENTED BY: **Trisha Gardner, Public Health Officer**

ACTION REQUESTED: **Approval of Contract #20-75**

BACKGROUND:

Continue to implement breast and cervical screening services and patient guidance, the Healthy Living Program (HLP) chronic disease community evidence based programs, and continue accelerating implementation of the Montana Comprehensive Cancer Control (CCC) Plan by strengthening community capacity and facilitating policy and systems change in the county of Cascade (hereinafter referred to as the "multi-county area") The primary programmatic focus is the prevention and early detection of cancer in the general population.

Continue to implement the Montana Asthma Home Visiting Program (MAP) as provided to the Contractor by the Montana Asthma Control Program (MACP) as detailed in Attachment A. The MAP utilizes home visiting staff to provide education to individuals with uncontrolled asthma and their families about self-management of asthma and control of environmental asthma triggers. The program includes six (6) contacts, including at least four (4) in-home visits, provided over the course of a one-year period. In addition to the first visit, visits occur at one month, six months, and one-year. Phone contacts (optional in-home visits) occur at the three-month and nine-month time periods. One registered nurse or respiratory therapist will conduct each visit. Home-visiting interventions for children with asthma are evidence-based and have been shown to have a positive return on investment MAP home visitors may choose to work with up to 5 adults as part of the MACP's pilot program to study the effectiveness of the intervention for adults.

The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including cigarettes, spit tobacco, cigars, pipe tobacco, biddies, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use. Through their affiliation with MTUPP, community-based programs join with peers throughout Montana in a comprehensive statewide effort utilizing best practice methodologies to prevent tobacco use among youth and promote quitting among adult users.

CONNECT Services: Implement the CONNECT bidirectional referral system. The system allows client contact information to be sent between service providers. The secure web-based system is available at no cost to approved organizations that make client referrals. The goal of CONNECT is to reduce common barriers for external referrals and increase client uptake in services. Through the regional approach, contractors are expected to:

- Conduct referral mapping, Identify and onboard community partners and service providers to engage and actively use the CONNECT referral system;
- Provide technical assistance to those partner organization;
- And continue to promote and market the system

TERM: July 1, 2020 – June 30, 2021

AMOUNT: \$255,268.00

RECOMMENDATION: Approval of Contract #20-75

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-75, Montana Cancer Control Programs, Montana Asthma Control Program, Montana Tobacco Use Prevention Program, and the Montana CONNECT Program

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-75, Montana Cancer Control Programs, Montana Asthma Control Program, Montana Tobacco Use Prevention Program, and the Montana CONNECT Program

TASK ORDER 21-07-3-01-002-0

TO **CASCADE COUNTY** UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2026
(Montana Cancer Control Programs, Montana Asthma Control Program, Montana
Tobacco Use Prevention Program, Montana Healthy Living Program, and the Montana
CONNECT Program)

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1400 Broadway, P.O. Box 202951, Helena, Montana 59620-2951, and (406) 444-3385 and **Cascade County Health Department** (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are **81-6001343, 115 4th Street South, Great Falls, MT 59401 (406) 791-9284 and (406) 791-9261** for the purpose of committing the Contractor to provide health-related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The purpose of this Task Order is to commit Cascade County Health Department to serve as Contractor to:

- A. Continue to implement breast and cervical screening services and patient guidance, and continue accelerating implementation of the Montana Comprehensive Cancer Control (CCC) Plan by strengthening community capacity and facilitating policy and systems change in the county of Cascade (hereinafter referred to as the "multi-county area"). The primary programmatic focus is the prevention and early detection of cancer in the general population.
- B. Continue to implement the Montana Asthma Home Visiting Program (MAP) as provided to the Contractor by the Montana Asthma Control Program (MACP) as detailed in Attachment A. The MAP utilizes home visiting staff to provide education to individuals with uncontrolled asthma and their families about self-management of asthma and control of environmental asthma triggers. The program includes six (6) contacts, including at least four (4) in-home visits, provided over the course of a one-year period. In addition to the first visit, visits occur at one (1) month, six (6) months, and one (1) year. Phone contacts (or optional in-home visits) occur at the three-month and nine-month time periods. One registered nurse or respiratory therapist will conduct each visit. Home-visiting interventions for children with asthma are evidence-based and have been shown to have a positive return on investment. MAP home visitors may choose to work with up to 5 adults as part of the MACP's pilot program to study the effectiveness of the intervention for adults.
- C. The purpose of the Montana Tobacco Use Prevention Program (MTUPP) community-based program funding is to address the public health crisis caused by the use of all forms of commercial tobacco products in Montana (including

cigarettes, spit tobacco, cigars, pipe tobacco, bidis, snuff, and any nicotine delivery devices that are not related to nicotine replacement therapy), thereby reducing the disease, disability, and death related to tobacco use. Through their affiliation with MTUPP, community-based programs join with peers throughout Montana in a comprehensive statewide effort utilizing best practice methodologies to prevent tobacco use among youth and promote quitting among adult users. Key features of effective community-based programs include:

- Building community-level capacity for tobacco prevention work;
- Preventing local youth from beginning a lifetime of addiction to tobacco products;
- Promoting quitting among adults and young people;
- Eliminating exposure to the hazardous effects of secondhand smoke and actively supporting the Montana Clean Indoor Air Act of 2005; and
- Eliminating disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, and low-income residents.

The Department agrees that the community-based program funding will be used to prevent the abuse of commercial tobacco or tobacco-for-profit products only. The Department understands, respects, and supports the traditional, ceremonial and sacred uses of tobacco by Montana's American Indian population. MTUPP's long-term goal is to eliminate disparities related to tobacco use and its effects among certain population groups such as women of childbearing age, American Indians, low-income residents, and individuals with mental health or substance use disorders.

- D. Implement the Health Coaches for Hypertension Control (HCHC) program curriculum.
- E. Implement at least one (1) of the selected Health Living Programs (HLP), chronic disease community evidence-based programs to improve the health and wellbeing of Montanans.
- F. CONNECT Services: Implement the CONNECT bidirectional referral system. The system allows client contact information to be sent between service providers. The secure web-based system is available at no cost to approved organizations that make client referrals. The goal of CONNECT is to reduce common barriers for external referrals and increase client uptake in services. Through the regional approach, contractors are expected to:
 - Conduct referral mapping, Identify and onboard community partners and service providers to engage and actively use the CONNECT referral system;
 - Provide technical assistance to those partner organization;
 - And continue to promote and market the system

SECTION 2: SERVICES TO BE PROVIDED

A. The Contractor agrees to provide the following services:

Deliverable 1 Staffing

Support, develop and implement activities in Capacity Building and Education, Community Programs, Environments and Worksites.

(a) Use funds received under this Task Order to hire and/or retain:

1. A minimum of two (2) professional level staff assigned (.5) FTE to conduct interventions in Cancer Control and Healthy Living Program (HLP) community evidence-based programs through SFY20-21. Maintain a minimum of two (2) people from the multi-county area trained as a Chronic Disease Self-Management Program (CDSMP), Worksite Chronic Disease Self-Management (wCDSMP), Walk with Ease (WWE), Walk with Ease Self-Directed (WWE-SD), Stepping On and/or Healthy Heart Ambassador-Blood Pressure Self-Management (HHA-BPSM) program instructors; send new staff to be trained as needed.
2. A minimum professional level staff assigned to conduct interventions in Montana Tobacco Use Prevention Programs as follows: Cascade County: (1.0).

(b) Hire and/or retain a 0.25 to 0.5 FTE registered nurse (RN) (preferred), respiratory therapist, or licensed practical nurse (LPN) that holds an active Montana license to be responsible for carrying out the home visits for the Montana Asthma Home Visiting Program, within the focus area of Community Programs.

Deliverable 2 Work Plan Submission

(a) Submit to the Department a proposed SFY 2022 one-year work plan, due June 11, 2021, to further implement MCCP, HLP and MTUPP activities during the period July 1, 2021 through June 30, 2022. Use the work plan template to be provided by the Department and enter the SFY 2022 work plan into the Catalyst online reporting system. The work plan will be final once it has been approved by the Department.

Deliverable 3 Training and Technical Assistance

(a) Assigned staff under Deliverable 1 will participate with the

Department in telephone consultations, program orientations, on-site visits, contractor meetings, and training and program evaluations according to the schedule provided by the Department.

- (b) Funds for travel to required meetings and trainings for MCCP and MTUPP are included in this Task Order.
- (c) A minimum of one (1) individual from each program area (MTUPP, MCCP, HLP and MAP) within the region must attend the CDPHP Contractor Statewide meeting held in Helena May 12-13, 2021, and other required trainings as directed. Funds for registration and travel to this meeting are included in the Task Order.
- (d) Communicate questions, delays, challenges, and suggestions to the Department's liaison identified below.
- (e) All new staff will complete the new employee orientation, offered by the Department, within three months of hire date.
- (f) MTUPP holds in-person new TPS Trainings approximately twice per year. All newly hired TPS will be required to attend one of these trainings which are held in Helena.

Deliverable 4

Data Collection, Reporting and Communication

Communicate with and report to the Chronic Disease Prevention and Health Promotion (CDPHP) Bureau programs according to the guidelines, policies and procedures outlined in the CDPHP Guidance Manual.

- (a) Using the reports provided in Catalyst, the Chronic Disease Online Database System E-MAP, the Montana Asthma Program web-based data collection system, and the Montana Cancer Control Programs' Site Data System, submit quarterly progress reports to the Department, documenting completed activities laid out in the Contractor's Department-approved 2020-2021 work plan. Submit documentation of supplemental program resources received through in-kind contributions, monetary contributions, and earned media. The quarterly report schedule is:
 - 1. July 1 through September 30, 2020, due October 10, 2020;
 - 2. October 1 through December 31, 2020, due January 10, 2021;
 - 3. January 1 through March 31, 2021, due April 10, 2021; and
 - 4. April 1 through June 30, 2021, due July 10, 2021.

Refer to Catalyst Quarterly Report Worksheet to be provided by the Department for guidance reporting in Catalyst.

- (b) Enter breast and cervical cancer screening data collection forms and documentation of client services into the MCCP electronic site data system (data applications CaST and SDS) on a biweekly basis and according to the CDPHP Guidance Manual. Implement data maintenance activities as requested by MCCP state office staff and run electronic site data system reports according to a schedule provided by the Department. Provide to the MCCP state office documentation of each complete screening including the following:
 - 1. Complete eligibility and enrollment. Informed consent forms signed by the client must be maintained on file at the administrative site.
 - 2. Screening forms, and when appropriate, abnormal screening forms completed and signed by the medical service provider and entered into the site data system.
 - 3. Any other required supporting documentation as described in the CDPHP Guidance Manual. Contractor payment is full payment for all expenses related to screening support activities for each screening, including follow-up of diagnostic test results and short-term follow-up of clients' breast and/or cervical test results.
 - 4. Exceptions to this contingency will be determined on a contract by contract basis.
- (c) Use the E-MAP web-based data collection tool to record all relevant client data after each home visit. MAP data must be submitted online at <https://chronicdiseasedata.undeerc.org>.
- (d) Use the Chronic Disease Online Database System to record the HLP community evidence-based programs to report workshops and participant data. The HLP data must be submitted online at <https://chronicdiseasedata.undeerc.org>. Data is requested to be submitted quarterly—January, April, July, and October. The Healthy Living Program Manager must be notified if data cannot be submitted quarterly.
- (e) All contractors will complete surveys that are sent out by the Department.

Deliverable 5

Contractor Administrative Responsibilities

- (a) Sub-contract with counties in designated multi-county area for the fulfillment of task order deliverables.

- (b) Communicate with sub-contractors at least quarterly throughout the year for the implementation of deliverables.
 - 1. All communication between regional partners will be tracked and reported quarterly in Catalyst.
- (c) Convene at least one (1) annual regional meeting with sub-contractors to develop coordinated work plan for the upcoming fiscal year.
- (d) Following the May 2021 CDPHP Contractor Statewide conference and any other required training, convene a meeting via conference call, web-based platform or in-person to share information gained with contractors in the region who were unable to attend.
- (e) Enter work plan in online reporting system(s).
- (f) Ensure completed quarterly reports through reporting systems and submit quarterly invoice.
- (g) Provide the Department with an updated regional contact list quarterly in Catalyst.
- (h) Distribute designated funds to subcontractors in accordance with payment schedule listed in Section 4. B. 5. below.
- (i) Communicate with Department liaison quarterly, regarding implementation of coordinated work plan.

FOCUS AREA: CAPACITY BUILDING AND EDUCATION

Deliverable 6

Partnership Building

Engage and achieve support for chronic disease prevention and health promotion goals with community members during the task order year and sustain ties with existing partners that include broad-based community members, non-governmental organizations, as well as county/tribal health organizations.

Deliverable 7

Education of Decision Makers

- (a) Work with and through the Lead Local Public/Tribal Health Official or Public Health Officer to make personal contact, by phone or in-person with relevant local elected officials and legislative decision makers (such as senators and house representatives, mayor, county

attorney, county commissioners, city commissioners, Board of Health, and/or tribal leaders) to promote and educate each about chronic disease prevention and health promotion programs, solicit their thoughts, and answer any questions they have. Personally deliver any reports and other program news made available for the purpose of educating about the CDPHP community programs.

- (b) Make contact by phone or in-person, with the Lead Local Public Health Official to inform them of program activities, provide information to share with local decision makers and include them in outreach efforts. Personally deliver any reports and other program news made available for the purpose of educating about CDPHP community programs.

Deliverable 8 Education Through Schools

- (a) reACT Projects/Youth Events

Contractor will engage schools or youth clubs to provide youth-led community activities and mass-reach media about tobacco prevention and local tobacco policy.

- (b) Public/Private K-12 Comprehensive School Policy

Contractor will meet with local school districts to advance e-cigarette education, awareness of quit resources (i.e., My Life My Quit), and comprehensive tobacco-free school policy in collaboration with the Office of Public Instruction (OPI).

Deliverable 9 Education of the Public

- (a) Mass Media

- 1. Mass-Reach Health Communication Interventions

Contractor will provide no-cost tobacco use prevention media (news stories or PSA's on TV or radio, letters to the editor from coalition members, and/or outside-sponsored media).

- 2. Provide and Track Paid Media

Contractor will provide paid tobacco use prevention media at least each quarter (includes paid radio ads, TV ads, purchased news ads, billboards, etc.).

- (b) Tobacco Education

- 1. Quarterly, Contractor will provide education, community

activities and mass-reach media on point-of-sale tobacco marketing, secondhand smoke and e-cigarette aerosol, the dangers of nicotine, harms of tobacco use, evidence-based tobacco control strategies to local schools, youth clubs, community groups, health organizations, coalitions and other leaders to grow community consensus about the burden of tobacco in Montana.

(c) American Indian Outreach

1. Coordinate with the American Indian Tobacco Prevention Specialist, where applicable, to conduct a minimum of one (1) American Indian outreach or education event related to chronic disease prevention and health promotion to an American Indian audience in the multi-county area each task order year. Outreach/education must be done in partnership with an American Indian contact from the multi-county area.

FOCUS AREA: COMMUNITY PROGRAMS

Deliverable 10 Interventions for Vulnerable Populations

- (a) Coordinate across MCCP, MTUPP, HLP, MAP, and HCHC, to educate and/or offer a CDPHP community-based program to vulnerable populations to reduce health disparities. Vulnerable population audience may include but is not limited to Medicaid or Public Assistance recipients, Pregnant Women, the LGBTQ community, Veterans, Behavioral Health Clients and/or American Indians. Contractors may address additional specific populations if desired but must provide justification of the selected health equity population other than listed.
- (b) Contractor will work with behavioral health systems, providers, hospitals, outpatient facilities, residential care facilities and recovery residences to create tobacco-free campuses, increase tobacco use and dependence screening, offer tobacco dependence treatment assistance, and increase referrals to the Montana Tobacco Quit Line.

Deliverable 11 Breast & Cervical Cancer Screening Services

Provide and facilitate screening support activities throughout the multi-county area according to the guidelines, policies and procedures outlined in the CDPHP Guidance Manual; Public Law 101-354; and the following:

- (a) Between July 1, 2020 through June 30, 2021, enroll and provide services that ensure 250 eligible clients receive breast and cervical cancer screening services, with at least 50 individuals being of American Indian status. Provide MCCP clients with a list of enrolled medical service providers from whom they may choose to receive MCCP services.
 - 1. For planning purposes, the 2017 Small Area Health Insurance Estimates indicate the number of **uninsured** women under the age of 65 and less than or equal to 250% of federal poverty level for your region broken down by county as: Cascade County 1,687.
- (b) Collaborate with subcontractor(s) if applicable, statewide partners and the MCCP state office to coordinate enrollment and screening activities with the Urban Indian Health clinic, the IHS Service Unit and/or the Tribal Health facility in the multi-county area to assist American Indian men and women living on and off reservations to access MCCP services.
- (c) Initiate and maintain complete documentation of MCCP services for each client, maintain client records and ensure confidentiality of all client information.
- (d) Ensure clients with abnormal test results receive adequate and timely follow-up according to the guidelines outlined in the CDPHP Guidance Manual as long as this Task Order and any continuation thereof is in place.
- (e) In coordination with a provider office, implement a FluFIT/FluFOBT campaign during the task order period. (OPTIONAL)

Deliverable 12 Patient Navigation

- (a) Ensure clients receive guidance to other privately or publicly funded programs for health and screening services, regardless of MCCP eligibility.
 - 1. Provide clients with local contacts and resources for health services;
 - 2. Educate clients on screening guidelines and intervals;
 - 3. Encourage clients to reapply to the MCCP should their eligibility status change; and
 - 4. Collaborate with patient navigators and others who support enrollment into health insurance plans via the Marketplace in the multi-county area. Establish a formal referral process to

- facilitate client enrollment in either expanded Medicaid or a subsidized health insurance plan.
- 5. Ensure client signs the informed consent document.
- (b) Initiate and maintain complete documentation of MCCP patient guidance services for each client, maintain client records and ensure confidentiality of all client information.
- (c) In order for clients navigated under this deliverable to count towards goals outlined in Deliverable 11 (a), screening data must be obtained and entered into CaST.
 - 1. For planning purposes, the 2017 Small Area Health Insurance Estimates indicate the number of **insured** women under the age of 65 and less than or equal to 250% of federal poverty level for your region broken down by county as: Cascade County 12,797.

Deliverable 13

Healthy Living Program Community Based-Interventions

Regions have the options to select one (1) or more of the selected community evidence-based programs to implement in the multi-county region.

Chronic Disease Self-Management Program (CDSMP)

Worksite Chronic Disease Self-Management Program (wCDSMP)

Walk with Ease (WWE)

Walk with Ease Self-Directed (WWW-SD), Stepping On and/or the Healthy Heart Ambassador-Blood Pressure Self-Management (HHA-BPSM) program (secondary to implementing a program listed above).

- (a) Individual(s) offering selected community evidence-based programs must complete leader training to be a certified instructor before conducting a workshop.
- (b) Leaders will submit their instructor certificate to the Healthy Living Program staff within two (2) weeks of completing training, if the training was completed online.
- (c) As part of the multi-county area 2020-2021 work plan, include plans for the continuation of implementing the selected community evidence-based workshop in the multi-county area.
- (d) Workshop data will be collected and reported into the Chronic Disease Online Database System and in Catalyst on a quarterly

basis.

- (e) Each workshop will be comprised of a minimum of eight (8) participants.
- (f) Conduct a minimum of two (2) workshops per task order year, with workshops held in different counties in the multi-county area.
- (g) At least one (1) instructor per multi-county area will participate on a required annual phone call or site visit with the Healthy Living Program staff.

Deliverable 14 Montana Asthma Home Visiting Program

- (a) Continue to implement a system for obtaining patient referrals to the MAP. Establish and maintain a referral recruitment plan. Participant homes should be located within Montana and within a reasonable driving distance to the Contractor as determined by the Contractor and as the budget allows. This may include counties outside the region without an existing MAP.
- (b) Provide storage space to store the materials necessary for conducting the MAP.
- (c) Participate in telephone conference calls with the Montana Asthma Control Program at regular bi-monthly intervals (specific dates to be agreed upon by the parties).
- (d) Maintain regular contact with each participant's primary care provider (or the healthcare provider primarily responsible for managing the participant's asthma) for the duration of the participant's enrollment.
- (e) Attend a MAP specific training during the task order year. The Montana Asthma Control Program will pay for the MAP staff to attend this training outside the scope of this agreement.
- (f) Dependent on local capacity, at least once a month, share relevant social media posts created by the Montana Asthma Control Program and develop posts to promote the MAP and increase asthma awareness. Maintain and update information on the MAP on organization website.
- (g) Obtain referrals for and provide home visiting services to a minimum of 15 clients per contract year through the MAP. The minimum of 15 clients may include up to 5 adults. Contractors may choose to serve only children/adolescents for a minimum of 15 per year. If the

Contractor does not enroll and provide home visiting services to a minimum of 15 clients per contract year for two (2) consecutive years, the contractor is required to participate in a one-year MAP site improvement plan. Funding levels may be adjusted by the Montana Asthma Control Program or the contract may not be renewed if the Contractor does not meet the goals outlined the improvement plan.

- (h) Maintain regular contact with each participating child's childcare or school, if applicable, for the duration of the child's enrollment.
- (i) Obtain consent from all participants in the MAP (utilizing a consent form to be provided by the Montana Asthma Control Program).
- (j) Provide six (6) contacts (including at least four (4) in-home visits) for all participants enrolled in the MAP that wish to remain in the program over the course of the year.
- (k) Conduct the activities during each home visit and/or phone call that are listed on the Montana Asthma Control Program's Home Visiting Guidelines (See attached document titled 'Home Visiting Program Description', Attachment A).
- (l) Attempt to contact participants who have completed or left the program six (6) months after their last visit. Conduct a brief asthma assessment of participants using provided forms as well as answer any of their questions. MAP Contractors may administer the follow-up assessment over the phone, by mail, in-person, or by sending an access link allowing participants to independently complete the assessment online.
- (m) Dependent on local capacity and funding, work with regional CONNECT coordinator to:
 - 1. Identify and recruit local healthcare organizations, public health programs, and community services that can refer to the MAP and/or receive referrals from the MAP.
 - 2. Promote the MAP as a community service and CONNECT partner.
- (n) Use CONNECT to manage incoming referrals to the MAP and send referrals to other programs, services, or providers using the system.

Deliverable 15 Health Coaches for Hypertension Control

- (a) Follow the program curriculum developed by Clemson University. Any additions, deletions, or changes in protocol must be

reviewed and approved by the Cardiovascular Health Program prior to implementation.

- (b) Market and recruit participants to the program from within the community.
- (c) Provide private room to conduct group intervention sessions.
- (d) Host two classes and meet enrollment goal of 8-12 participants with hypertension per class. Any variance in class enrollment numbers must be pre-approved by the Cardiovascular Health Program.
- (e) Participate in regular conference calls and other correspondence with the Cardiovascular Health Program as agreed upon by the parties.
- (f) Submit required data and final report information to the Cardiovascular Health Program by June 30, 2021.

Deliverable 16

Healthcare Provider Liaison

Coordinate across MCCP, MTUPP, HLP, MAP, and HCHC programs to educate and provide information to medical, dental and social service providers in the multi-county area on the available CDPHP community programs. Through in-person visits share new research and data about programs and health topics. Provide promotional material and information on how to refer and engage patients/clients to the available CDPHP community programs, and the following services:

(a) Quit Line Services

Provide material for community promotion of the Montana Tobacco Quit Line including encouraging providers to ask about tobacco use, conduct brief tobacco treatment interventions, and refer to the Quit Line via fax, web or electronic health records (where applicable).

Contractor will conduct targeted outreach to prenatal providers and organizations serving the prenatal population to increase awareness of the Pregnancy and Post-Partum Program available through the Montana Tobacco Quit Line.

Contractor will provide materials and education on all Montana Tobacco Quit Line specialized programs, including the American Indian Commercial Tobacco Quit Line, Pregnancy and Postpartum Program, and My Life, My Quit. Contractor will include mention of the

Montana Tobacco Quit Line in publications and all presentations.

(b) Cancer Screening Services

Maintain a medical service provider network throughout the multi-county area according to the guidelines outlined in the CDPHP Guidance Manual and the following:

1. Enroll on behalf of the Department qualified medical service providers to provide breast and cervical cancer screening services. Enrollment activities include:
 - i. providing an enrollment packet and instructions for completion to each interested medical service provider;
 - ii. providing at least one (1) orientation program to each new medical service provider in the multi-county area, through group or individual offerings;
 - iii. include training on barriers to screening regardless of insurance status; the importance of a physician recommendation; and Marketplace application assistance available at www.healthcare.gov.
 - iv. providing each enrolled medical service provider a reference to www.cancer.mt.gov for a current CDPHP Guidance Manual and/or updates;
 - v. submitting a signed, completed provider enrollment packet to the Department's fiscal agent (to be determined), for review, approval, and data entry.
2. Identify and maintain a list of all medical service providers who practice in the multi-county area and who provide breast and cervical cancer screening services to women in the targeted age and population including those providing services through the Indian Health Service (IHS) or tribal health units as cited in the CDPHP Guidance Manual.
3. Notify the Department's fiscal agent of any changes in the medical service provider network.
4. Act on behalf of the Department between the enrolled medical services providers and the MCCP.

Deliverable 17 CONNECT Referral System

- (a) Individual designated to be the Regional Coordinator will:

1. Identify community partners and service providers to engage and actively use the CONNECT referral system on a monthly basis.
 - (i) Examples of partners and service providers can include, but are not limited to: school districts, human resource development councils, medical and mental health providers, hospitals, clinics, law enforcement, courts, faith-based organizations, nonprofits, employment agencies, veteran services, disability services, public health, housing and food programs, youth services, aging services, and anyone else who may be interested in becoming part of the referral network.
- (b) Onboard all programs and service organizations that indicate readiness and dedication to be a part of the CONNECT referral system on a monthly basis.
 1. Onboarding new programs and service organizations to be conducted as primary function of Regional Coordinator.
 2. Onboard programs and service organizations as requested by the Department.
 3. Conduct referral mapping with partners and service providers to identify other partners and services to onboard when applicable.
- (c) Promote and market the CONNECT system on a monthly basis.
 1. Conduct small media activities to be posted under local health department public organization profile. Posts may not be made from personal, private, or individual profiles.
 2. Social media outlets may include but are not limited to Facebook, Instagram, Twitter, local health department webpage or blog, email listservs, and other forms of public electronic platforms.
 3. Marketing of printed CONNECT materials at community events, conferences, and/or events as relevant to the system.
 4. Host a community stakeholder meeting or event focused on and centering around the CONNECT referral system.
 5. Continue to meet with identified lead team to bring community partners together, identify interested parties, and help with

creating a sustainability plan.

- (d) Offer technical assistance and support for CONNECT referral system to all programs and provider organizations within designated region on an as needed basis.
 - 1. Technical assistance can be made via email, telephonic communication, and in person meetings.

FOCUS AREA: ENVIRONMENTS

Deliverable 18 Montana Clean Indoor Air Act (CIAA)

- (a) Contractor will provide public notice/published education that includes information on second-hand smoke and processes available to report a violation of MT CIAA.
- (b) Contractor will supply businesses with materials regarding CIAA or smoke-free signage.
- (c) Contractor will continue to monitor CIAA compliance and Clean Air Reporting System (CARS) complaints, will follow local protocol for enforcement with documentation in CARS. If a local CIAA Enforcement Team and local protocol has not been established, a plan must be developed and submitted to the Department liaison. This CIAA Enforcement Team must be active in every county that receives tobacco prevention funds.
- (d) Contractor will inform CDPHP when CIAA enforcement challenges arise.

Deliverable 19 Secondhand Smoke Policy – Smoke-free Multi-Unit Housing (SFMUH)

- (a) Contractor will develop contacts with private and public multi-unit housing facilities without smoke-free policies and educate on the benefits of smoke-free housing policies and offer ongoing support and technical assistance.
- (b) Contractor will maintain communication with private and public multi-unit housing facilities with existing smoke-free policies and other guidance to strengthen and enforce policies.
- (c) Where applicable, Contractor will work with local Public Housing Authority to implement, enforce, or strengthen smoke-free policies annually.

Deliverable 20

Contractor will continue to explore opportunities to implement other local tobacco policies. Contractor will select a minimum of one of the following policies to work towards: (A) expanding the local Clean Indoor Air Act protocol to include e-cigarettes; (B) policies aiming to restrict youth access to tobacco products. Contractor may continue work on policy efforts from previous contract years with approval from the Montana Tobacco Use Prevention Program. Working towards a policy includes educating the community on the need for the benefits of a policy and providing technical assistance during introduction, implementation, and enforcement of a policy.

FOCUS AREA: WORKSITES

Deliverable 21

Implementation of Evidence-Based Practices

(a) Worksite Wellness Technical Assistance

1. In support of priorities determined by the CDPHP Bureau Worksite Wellness Program, research and provide examples and/or resources to the Program of evidence-based interventions, model policy language, and expert opinion from public health and national worksite wellness organizations.
2. As requested by the Worksite Wellness Program, support the design and delivery of contractor phone calls and webinars, on topics to be determined by the Program.
3. Facilitate regional site visits as requested by the contractors to provide technical assistance and peer support.
4. Facilitate one-to-one peer support and technical assistance to contractors as requested by contractors, utilizing guidance and program direction through CDPHP Bureau Worksite Wellness Program. Maintain communication with the Program on best practices and/or resources for technical assistance and peer support to the local contractors.

(b) Partner with City Chamber of Commerce

1. In coordination with Chronic Disease Prevention and Health Promotion (CDPHP) Bureau, partner with Chambers of Commerce groups in cities across Montana and other employer forum groups where multiple employers gather: share with these groups the work and resources available through the CDPHP Bureau Programs: Cancer Control Program, Montana Tobacco Use Prevention Program,

Nutrition and Physical Activity Program, Arthritis Program, and Montana School Health Program. Assistance includes but is not limited to webinars, phone calls, trainings, and quarterly site visits as needed.

- B. Time is of the essence under this Task Order. Uninterrupted and continuous delivery of the contracted goods and services is required. The Contractor agrees:
1. To use funds from this Task Order solely to provide the services described in this Task Order.
 2. To fully participate in site visits, meetings, webinars, or conference calls that Department staff, or assigned sub-contractor(s), make to the Contractor's multi-county area. The Department, or assigned sub-contractor(s), will conduct at least one (1) site visit to evaluate the Contractor's work, determine progress, and/or provide technical training or assistance, and additional phone visits or in person visits as needed.
 3. That funds received under this Task Order may not be used for:
 - (a) any activity that involves, or may lead to involvement in, endorsement of the nomination and/or election of a political candidate, the passage of legislation or of a ballot issue, or political support or opposition in connection with a political committee or political activity;
 - (b) activities outside the approved Annual Work Plan or not otherwise specified in the Task Order;
 - (c) replacing or supplanting existing activities;
 - (d) out-of-state travel - except with prior written approval from the Department;
 - (e) construction or remodeling;
 - (f) equipment and computer hardware and/or printers – prior written approval is required from the Department before purchasing with these funds.
 - (g) collaboration with tobacco industry sponsored or tobacco industry subsidiary sponsored activities/events/funding;
 - (h) paying for pharmacological aids for the treatment of nicotine dependence, such as nicotine gum, patches, or prescription drugs;

- (i) individual behavior change activities such as cessation classes;
- (j) providing regular tobacco prevention curriculum instruction in K-12 and higher education classroom or school settings except with prior written approval from MTUPP;
- (k) paying tobacco users to quit using;
- (l) cash incentives for participation in community or youth coalitions or coalition activities.

C. This is a performance-based Task Order; therefore:

- 1. Funding/payments to the Contractor will be partly based upon the review and approval of the deliverables mentioned above.
 - a. Funds will be released upon the review and approval of each deliverable due on or before the following dates: August 15, 2020, October 10, 2020; January 10, 2021, April 10, 2021 and July 31, 2021.
- 2. Payment for activities outside of the scope of services will not be made.

D. The Department agrees to:

- 1. Provide training, technical assistance, and consultation necessary for the performance of services described in A and B above.
- 2. Consult with the Contractor, upon the Contractor's request, concerning the subject matter of this Task Order.
- 3. Provide the Contractor with program guidance in the areas of planning and developing asthma control activities, cancer control activities, tobacco use prevention activities, chronic disease self-management, program administration, establishing goals and objectives, policy development and media relations, and provide ready access to the Department's liaison listed in Section 6.
- 4. Be readily accessible to the Contractor to discuss program issues through on-site meetings, phone, email, webinars and fax as necessary to enable the Contractor to complete task order requirements.
- 5. Reimburse all approved medical service providers for allowable claims relating to MCCP services and according to the current approved fee schedule, within the time frames and under the guidelines outlined in the CDPHP Guidance Manual.

6. Ensure the Department's fiscal agent, on behalf of the Department, will:
 - (a) Receive all medical service provider enrollment packets and ensure all federal and state requirements are met for each provider.
 - (b) Ensure medical service providers meet all insurance, licensure and certification requirements for program services as outlined in the CDPHP Guidance Manual.
 - (c) Receive and adjudicate all claims and reimbursement data, including review for third party payment, duplication, client eligibility and allowable services.
7. Provide relevant documents, program policy updates, and fee schedule changes to the Contractor and enrolled medical service providers in the multi-county area via <http://dphhs.mt.gov/publichealth/chronicdisease>, www.cancer.mt.gov, <http://dphhs.mt.gov/publichealth/mtupp> and by phone and email communications addressed to the Contractor.
8. Provide electronic access to regular reports to the Contractor, which includes a list of MCCP clients screened in the multi-county area and the status of clinical data as required in the CDPHP Guidance Manual for these clients.
9. Review the Contractor's proposed work plan and amendments for compliance with Department guidance and negotiate revisions as needed.
10. Monitor the Contractor's breast and cervical screening goals and funding quarterly and provide the Contractor with a status report.
11. Provide a toll-free fax line with which the Contractor may communicate with the Department.
12. Provide telephone and web meetings related to Chronic Disease Prevention and Health Promotion operations at the Department's expense.
13. Provide notice at least 30 days prior to any meeting or training workshop which the Contractor is required to attend and for which travel is necessary.
14. Provide formats and guidelines for all reports required a minimum of 30 days prior to the required due date.
15. Provide electronic access to the MCCP site data system as applicable for site entry of data collection forms.

16. Provide the Contractor with access to tobacco use prevention related materials and data available within the Department subject to the confidentiality limitations of the Department.
17. Interpret State laws and rules relating to tobacco use prevention issues, as well as provide updates on changes to federal and state laws, rules, and regulations.
18. Whenever input, review, and changes to the Contractor's work plan or reporting are required for approval by the Department, as a condition of this Task Order, provide it within seven business (7) days to the Contractor liaison.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

- A. Performance of this Task Order will begin July 1, 2020 and must be continued through and completed by June 30, 2021.
- B. This is a one-time task order and there are no assurances that this agreement may be extended for any period beyond that specified above, or beyond termination otherwise provided for in the master contract. However, contingent upon successful completion of task order services, approval of the Contractor's 2021-2022 work plan, and availability of funds, the Department anticipates offering comparable continuation funding for further program implementation.
- C. Based on funding received, the Department reserves the right to modify services and/or funding amounts at time of task order renewal or as necessary during the task order year.
- D. The completion date of performance for purposes of issuance of final payment for services under this Task Order is the date upon which:
 - 1) the Contractor is required to perform nothing further and has no additional corrective actions to complete; and
 - 2) all final reports required under this Task Order are appropriately submitted and are satisfactory in form and content as determined by the Department.
- E. After completion or termination of the Task Order, the Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 4: COMPENSATION

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to a maximum total of \$255,268.00 as follows:
1. \$230,268.00 in administrative funding (non-screening activities); and
 2. \$25,000.00 for Breast and Cervical Cancer Screening Support.
 3. The total task order amount includes funds for health educators and staff at the discretion of the Contractor to attend up to two (2) annual in-person Contractor meetings and any needed orientations and trainings for MCCP, CDSMP, and MTUPP.
- B. Payments will be made according to the following schedule. The Department will provide the invoice template.
1. \$51,053.60 upon receipt and approval of regional work plan for 2020-2021 due July 10, 2020.
 2. Up to \$51,053.60 upon receipt and approval of each quarterly progress report uploaded to Catalyst, The Chronic Disease Online Database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due October 10, 2020, January 10, 2021, and April 10, 2021.
 3. Up to \$51,053.60 upon receipt and approval of 1) regional work plan for 2021-2022 and 2) final quarterly progress report have been uploaded to Catalyst, The Chronic Disease Online Database, the Montana Asthma Program web-based data collection system and the Montana Cancer Control Programs' Site Data system as applicable and approved by the Department liaison due July 10, 2021.
 4. A portion of Cancer Screening funding for each quarter will be contingent on performance according to the following:
 - (a) Cancer Screening funding will be paid according to percentage of completed screening goal cited in Section 2.A. Deliverable 11 (a) and must be documented in the MCCP data base by the end of each quarter.
 - (b) By September 30, 2020, 25% of the overall goal should be completed.
 - (c) By December 31, 2020, 50% of overall goal should be completed.
 - (d) By March 31, 2021, 75% of overall goal should be completed.

- (e) By June 30, 2021, 100% of the goal met.
 - (f) If at end of 4th quarter the Contractor has not met their annual goal, they will receive whatever percentage of the annual goal they did complete. If at end of 4th quarter the Contractor has completed 100% of goal, they will be paid for any quarter they did not meet and did not receive full funding for. The Contract will then be paid in full for screening dollars. Examples will be provided by the Department under separate correspondence.
 - (g) Exceptions will be determined on a contract by contract basis.
5. Contractor agrees to pay multi-county area sub-contractors as follows for Tobacco and Asthma activities listed above in deliverables. Payments are due to sub-contractors on or before August 31, 2020, November 15, 2020, February 15, 2021, May 15, 2021, and August 15, 2021.
- | | |
|--|-------------|
| Cascade County (Asthma): | \$ 6,000.00 |
| Cascade County (Tobacco): | \$13,824.00 |
| Cascade County (HCHC): | \$ 1,000.00 |
| Cascade County (Cancer Screening): | \$ 5,000.00 |
| Cascade County (Cancer Non Screening/CDSMP): | \$22,229.60 |
| Cascade County (CONNECT): | \$ 3,000.00 |
6. The Department will fax the Contractor's quarterly invoice template to the Contractor's liaison for verification. The Contractor will return the signed invoice to the Department liaison for review and approval before processing.
7. Costs associated with all travel required under this Task Order must be paid by the Contractor from funds received through this Task Order, with the following exception:
- a. The Department will cover the travel costs (meals, accommodation, and mileage at rates set for travel of state employees pursuant to Title 2, Chapter 18, Part 5, MCA) from funds outside of the Contractor's budget for the RN, respiratory therapist or licensed LPN responsible for carrying out the MAP home visits to attend any required MAP trainings as described in Section 2. Deliverable 14.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

A. Sources of Funding

The sources of funding for this task order period (July 1, 2020 through June 30, 2021) are up to \$176,857.00 from the Montana Tobacco Master Settlement Account and up to \$78,411.00 from several cooperative agreements from the U.S. Department of Health and Human Services, Centers for Disease Control and

Prevention (CDC), C.F.D.A. 93.898 (\$53,925.00), 93.800 (\$4,486.00) and 93.426 (\$20,000.00).

B. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Task Order based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

C. Other Programs as Payers for Services – Non-duplication of Payment

The Contractor may not seek compensation from monies payable through this Task Order for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

D. In-state travel charges or rates should be in accordance with the Contractor's rates of reimbursement for its own employees; however, use of Montana State rates is encouraged. For rates please see <http://doa.mt.gov/doatravel/default.mcp.x>. Costs associated with all travel required under this Task Order must be paid by the Contractor from funds received through this Task Order.

E. Any out-of-state travel should be in accordance with the Contractor's rates of reimbursement for its own employees and must receive prior written approval from the Department liaison before occurring.

F. Administrative or indirect costs cannot exceed 10% of the total direct costs of the Task Order.

G. Withholding for Failure to Perform

The Department may withhold payment at any time during the term of the Task Order and may withhold final payments under the Task Order if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this Task Order. The Department will give the Contractor written notice of both the amount of withheld and of the basis for the withholding of payment.

H. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies the Contractor receives in error are a debt the Contractor owes to the Department. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment

by any methods available under law or through this Task Order, including deduction of the payment amount from any future payments to be made to the Contractor.

- I. The Department at its discretion may terminate at any time the whole or any part of this Task Order or modify the terms of the task order if federal or state funding for the Task Order is reduced or terminated for any reason. Modification of the Task Order includes but is not limited to reduction of the rates or amounts of consideration or the alteration of the manner of the performance in order to reduce expenditures under the task order.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

- A. Stacy Campbell, or her successor, will be the liaison for the Department. Contact information is as follows:

Stacy Campbell, Bureau Chief
Chronic Disease Prevention & Health Promotion Bureau
1400 Broadway, Rm. C317
P.O. Box 202951
Helena, MT 59620-2951
(406) 444-3385 phone
(406) 444-7465 fax
stcampbell@mt.gov

- B. Trisha Gardner, or her successor, will be the liaison for the Contractor. Contact information is as follows:

Trisha Gardner, Health Officer
Cascade City-County Health Department
115 4th Street South
Great Falls, MT 59401
(406) 791-9261 phone
(406) 497-5099 fax
tgardner@cadecountymt.gov

These persons serve as the primary contacts between the parties regarding the performance of the task order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this task order. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

Stacy Campbell, (406) 444-3385, fax (406) 444-7465, stcampbell@mt.gov is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained, then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: PUBLIC INFORMATION AND DISCLAIMERS

A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities from whom the information is to be obtained; and
3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with

this Task Order prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

"This project is funded (in part or in whole) by grant number(s) (*to be provided by the Department at time of review*) from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."

- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form,

including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 9: SCOPE OF TASK ORDER

This Task Order consists of numbered pages 1 through 28 and the following Attachment A numbered pages 30 through 38.

Attachment A – MAP Home Visiting Program Description

The original Task Order and any amendments will be retained by the Department. A copy of the original has the same force and effect for all purposes as the Original. This is the entire agreement as to this particular Task Order between the parties.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Todd Harwell, Administrator
Department of Public Health & Human Services
Public Health & Safety Division
PO Box 202951
Helena, MT 59620
406-444-4141

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY MONTANA

CONTRACT

20-752

By: _____
James L. Larson, Chairman

Date: _____

By: _____
Jane Weber, Commissioner

Date: _____

By: _____
Joe Briggs, Commissioner

Date: _____

ATTEST

On this ____ day of ____, 2020, I hereby attest the above-written signatures of Joe Briggs, and James Larson, and Jane Weber Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Overview of the Montana Asthma Home

Visiting Program (MAP)

Attachment A



I. Background

Asthma home visiting programs provide several key services to both patients with asthma and their families. First, home visits provide an opportunity for patients with asthma to receive additional education about their disease. Asthma medications can also be reviewed during a home visiting session, to ensure that the patient's medications are up to date, and that the medications are being taken correctly. Finally, home visits provide help to patients and their families in identifying potential environmental triggers that are present in their home environment.

Numerous studies have been conducted that demonstrate the effectiveness of asthma home visiting programs. One of the key studies conducted in this area was known as the Inner-City Asthma Study. Results from this study were published in the *New England Journal of Medicine* in 2004.¹ This study, which was a randomized, controlled trial, assigned over 900 children (ages 5-11 years old) with atopic asthma to one of two groups. The intervention group received both at-home asthma education and assistance in reducing exposure to asthma triggers; the control group received limited at-home visits for evaluation purposes only. The intervention phase lasted for one year, with follow-up conducted for an additional year. Analysis of the results demonstrated a significant difference between intervention and control groups on several key outcome measures. At the end of the one-year intervention, unscheduled visits to the emergency department were significantly lower among the intervention group than the control group. Other differences included: a smaller number of missed school days, less days with wheezing, and fewer nights that the caretaker had to wake up because of the child's asthma. These other differences were still observed one year after the intervention had ended.

In addition to the Inner-City Asthma Study, other asthma home visiting studies and program evaluations have also demonstrated improvement in quality of life, healthcare utilization, and productivity outcomes in various locations around the United States. As a result

¹ Morgan WJ, Crain EF, Gruchalla RS, et al. Results of a home-based environmental intervention among urban children with asthma. *N Engl J Med.* 2004;351(11):1068–1080.

of the large amount of evidence available, the Task Force on Community Preventive Services has recommended “home-based multi-trigger, multicomponent environmental interventions for children and adolescents with asthma.”² Specifically, the Task Force found that there was “strong evidence of effectiveness in reducing symptom days, improving quality of life or symptom scores, and in reducing the number of school days missed.” Additionally, the Task Force’s economic review found “that the combination of minor to moderate environmental remediation with an education component provides good value for the money invested.” Similarly, the Expert Panel Report 3: Guidelines for the Diagnosis and Management of Asthma,³ issued by the National Heart, Lung, and Blood Institute, recommends the use of asthma home-visiting programs. The Guidelines specifically recommend “that asthma education delivered in the homes of caregivers of young children be considered.” The Guidelines additionally recommend “that multifaceted allergen education and control interventions delivered in the home setting and that have been shown to be effective” be utilized for asthma patients with allergies.

The great majority of the asthma home-visiting studies and programs that have been conducted have taken place in large urban areas and among children. The Montana Asthma Home Visiting Program has been shown to be effective for children aged 0-17 years.⁴ However, before implanting an asthma home visiting program for adults on a large scale, there is a need to continue the adult asthma home visiting pilot program to determine how well this evidence-based program will translate to older ages.

II. Program Description

The Montana Asthma Home Visiting Program (MAP) will utilize home visiting nurses and respiratory therapists to provide education to adults or children with asthma and their families about self-management of asthma and control of environmental asthma triggers. Limited environmental interventions will also be utilized. For the purposes of this program, eligible participants will be defined as those children or adults that: 1) live in the geographic area where the funded agency is located; and 2) have had at least one emergency department visit/urgent care visit/hospitalization for asthma in the past year, or scored less than 20 on the Asthma Control Test™ within the past year. Patients with an asthma diagnosis who do not meet these criteria may be referred into the program by their healthcare provider. All participants should have received a diagnosis of asthma from their health care provider to participate.

The program aims to increase the number of home visits to at-risk children and adults with asthma, to increase knowledge among at-risk adults or children and their families of how to manage asthma symptoms, and to increase the knowledge among at-risk adults or children and their families of how to reduce and/or eliminate environmental triggers. Additionally, the

2 Guide to Community Preventive Services. Asthma control: home-based multi-trigger, multicomponent interventions. www.thecommunityguide.org/asthma/multicomponent.html

3 Available at <http://www.nhlbi.nih.gov/guidelines/asthma/asthgdln.pdf>

4 Fernandes J *et al.* Outcomes of the Montana Asthma Home Visiting Program: A home-based asthma education program. *J Asthma*. Online 09 Feb 2018.

program aims to decrease the number of missed school/work days due to asthma in the previous six months, decrease unscheduled office visits and emergency department visits for asthma, increase the number of at-risk adults and children with a written asthma action plan, increase the mean score on the Asthma Control Test, and decrease the number of days in the last month that at-risk adults or children needed to use a short-acting beta agonist medication. Specifically, the program will aim to meet the following target outcomes:

- Increase the pre-post test scores measuring management of asthma symptoms by 25%
- Increase the pre-post test scores measuring knowledge of methods of reducing and/or eliminating environmental asthma triggers by 25%
- A 25% reduction in the number of school days missed due to asthma in the previous six months
- Demonstrate a decline in emergency department visits and unscheduled office visits for asthma, with the cost savings per participant calculated
- Increase the percentage of participants with asthma in the program with a written asthma action plan to 100%
- Increase by 3 points the mean score on the Asthma Control Test
- Decrease by 50% the proportion of participants with asthma in the program who reported using their short-acting beta agonist medication everyday within the last month
- Calculate cost savings per participant

The program will include six contacts, including at least **four in-home visits**, provided over the course of a **one-year time period**. In addition to the first visit, visits will occur at one month, six months, and one year. Phone contacts (or optional in-home visits) will occur at the three months and nine-month time periods. A nurse or respiratory therapist will conduct each visit. The first home visit will last approximately two hours and can be broken up into a phone call and an in-home visit. The one month, six month, and one-year visits will each be approximately one hour in length. The two phone contacts will be approximately 30 minutes in length or less.

Currently, the Montana Asthma Control Program (MACP) funds 11 sites to provide home visits through the MAP. The sites must serve low-income, frontier, and/or tribal communities. Funded sites will possess expertise in the management of chronic disease and the conducting of home visits for health issues. Each site will receive up to \$30,000, which will be awarded over the course of the year.

Training will be provided to the participating nurses or respiratory therapists. Training will be provided by MACP staff, as well as by healthcare professionals with expertise in asthma. In addition to receiving an overview of the program, nurses will receive training on asthma medications and devices, asthma triggers, the conducting of home environmental assessments, educational techniques, home visitor safety, and other relevant topics. The nurses will also be trained on the data collection tools that will be utilized in the MAP, including how to properly

fill out and submit all necessary forms.

At the training sessions, certain materials will be provided to the home visiting staff as well. These materials will include: asthma demonstration kits, educational hand-outs (including information about tobacco cessation, with linkages to the MT Quit Line), copies of the Asthma Control Test™, copies of an asthma knowledge test, a flashlight, a humidity reader, a clipboard, an updated nursing drug guide, allergen-impermeable covers for a child's mattress, box spring, and pillow, and an educational lung model. Throughout the course of the program, as necessary, nurses will have access to free-standing HEPA grade air purifiers and any of the materials received during training sessions.

Over the course of the grant period, conference calls with the funded sites will be held at regular bi-monthly intervals. The purpose of these calls will be to let participants share their experiences and lessons learned, obtain clarification of program implementation issues, and report on progress made. In addition to these conference calls, technical assistance will be provided by MACP staff to the funded sites throughout the duration of the grant period. MAP staff will be required to maintain contact with each participant's healthcare provider while they are enrolled in the program.

MAP sites are required to register to become authorized users in the CONNECT Bi-Way Referral System if the CONNECT system is available in their organization. MAP home visitors will participate in trainings to use and promote the CONNECT Referral System. The purpose of utilizing the CONNECT system is to increase the number of referrals into the MAP and link participants with additional community resources that may help improve their health, living conditions, and overall quality of life.

Due to asthma severity and control varying from person to person, the number of in-home visits conducted by the home visiting staff will also vary depending on the household. Nurses will periodically assess the participant's progress and work together with the family to decide if more than the required in-home visits are needed to meet the project's goals.

Timeline of Activities

Before the first home visit:

- Identify target population and develop a method of referral (preferably through the local Medicaid case manager and through existing home visiting referral systems)
- Obtain consent from families that will participate
- At the first home visit (approximately 2 hours):
- *At the discretion of the nurse, this visit can be broken into a phone call or office visit, and a home visit. See following page*

1st Visit *(At the discretion of the nurse, this visit can be broken into an office visit **and** a home visit)*

May be done by phone or in person	Must be done in person	Must be done in home
<ul style="list-style-type: none"> - Greet the parent/guardian and child, or adult participant <ul style="list-style-type: none"> o Introduce yourself - Explain the purpose and structure of the program - Explain why you need a release of information form for the individual's healthcare provider and the school nurse (if applicable). - Inform the participants that, to continue the program, you need written consent from the participant or if applicable, from a parent/guardian and a signature from a parent/guardian on the release of information form. 	<ul style="list-style-type: none"> - Greet the parent/guardian and child, or adult participant Introduce yourself, remind them that you talked with them on the phone. - Explain the purpose and structure of the program, request and obtain written consent to continue - Explain why you need a release of information form for the child's healthcare provider and the school nurse (if applicable), and obtain a signature from the parent/guardian - Verbally administer the "Entrance Survey" to the parent/guardian <ul style="list-style-type: none"> o Explain that the survey is necessary because we are trying to ensure that those involved have a positive experience and that the program is as successful as possible - Verbally administer the "Healthcare/Medication Use, Impairment, School, and Work Questions" form <ul style="list-style-type: none"> o Ask the individual and parent/guardian (if applicable) the questions on that form 	<ul style="list-style-type: none"> - Provide general asthma education to the child and parent/guardian(s), or adult participant <ul style="list-style-type: none"> o Use "Asthma Education Curriculum, Session One: General Asthma Education" o Use the In-Check dial to determine if the participant has correct inhaler technique - Conduct the walk-through of the home with the participant and family, utilizing the Asthma Home Environment Checklist. After filling out the form, make a decision jointly with the participant as to one change in the home environment that could be made by the next visit <ul style="list-style-type: none"> o After returning to the office, make copies of the checklist and send it to the participant and their healthcare provider - Give the allergen-impermeable covers to the family <ul style="list-style-type: none"> o Explain how they are to be placed on the participant's bed; offer to

		demonstrate their use, if necessary
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	<ul style="list-style-type: none"> - Have the parent/guardian(s) (or the child if the child is ≥ 12 years old), or adult participant complete the Asthma Knowledge Quiz <ul style="list-style-type: none"> ○ Explain to the parent/guardian and/or child that the quiz is being utilized to help determine what they learn during the home visiting program - Have the child and/or parent/guardian, or adult participant complete the age-appropriate Asthma Control Test <ul style="list-style-type: none"> ○ If participant is an adult or a child that is 12 years old or older, have them complete the Asthma Control Test on their own ○ If the child is between the ages of 4 and 11, have the child and parent/guardian complete the Asthma Control Test jointly (per the written instructions on the Asthma Control Test) 	<ul style="list-style-type: none"> - A folder of information will be left for the participant, including resources and educational materials. - Instruct the participant to review the materials that you are leaving with them and to ask any questions that they may have at the next visit
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After the visit:

- Send the release of information form to the participant's healthcare provider and school nurse (if applicable)
- If applicable, contact the child's school nurse and discuss your home visit
- Send the Asthma Control Test score (if applicable) to the participant's healthcare provider
- Send a copy of the "Healthcare/Medication Use, Impairment, School, and Work Questions" form to the participant's healthcare provider
- Send a copy of the environmental checklist to the participant's healthcare provider
- If necessary, send a copy of a blank asthma action plan to the participant's healthcare provider

At the one-month home visit (1 hour):

- The home visitor will go over the results from the Asthma Home Environment Checklist once again, and will see if any changes have been made to the home
 - If not, the home visitor will assess why no change(s) have been made, and provide linkages to the appropriate resources, if necessary
- Participant and/or participant's parents will be asked how often they used their short-acting beta agonist medication in the last month.
- A short quiz assessing asthma knowledge will be given.
- The home visitor will follow up to see if the participant has seen a healthcare provider and will review the participant's asthma action plan with the participant.
- Free-standing HEPA purifiers will be provided if the participant is exposed to secondhand smoke or where a dog/cat is present

At the three-month phone call or home visit (30 minutes or less):

- Contact participant or family by phone to address any questions or concerns about education or environmental issues. At the discretion of the home visitor or by participant request, a home visit may be made.
 - Events initiating a home visit may be the environmental change(s) had not been made at the one month visit, short acting beta agonist medication was used more than 2 times per week in the month prior to the second visit (not counting pretreatment for exercise), the child did not have an updated asthma action plan at the second visit, or the family had requested an in-home visit during the one month visit.
 - Otherwise, conduct the visit by telephone

At the six-month visit (one hour):

- The Asthma Control Test™ will again be administered
- A short quiz addressing asthma knowledge will be given
- Educational and environmental issues addressed as needed

- Ensure asthma action plan is still up-to-date and inhaler technique is reviewed
- Data will be collected on healthcare and medication usage
- Data will be collected on school/workdays missed

At the nine-month phone call or home visit (30 minutes or less):

- Contact participant or family by phone to address any questions or concerns about education or environmental issues. At the discretion of the home visitor or by family request, a home visit may be made if
 - Events initiating a home visit may be the environmental change(s) had still not been made by the six month visit, the score on the Asthma Control Test given at the six month visit was <20 , short acting beta agonist medication was used more than 2 times per week in the month prior to the six month visit (not counting pretreatment for exercise), the participant did not have an updated asthma action plan at the six month visit, or the participant had requested an in-home visit.
 - Otherwise, conduct the visit by telephone

At the twelve-month visit (one hour):

- The Asthma Control Test™ will again be administered
- A short quiz addressing asthma knowledge will be given
- Educational and environmental issues addressed as needed
- Data will be collected on healthcare and medication usage
- Data will be collected on school/workdays missed
- Exit survey administered

Six months after completing (or leaving) the program (brief phone call/weblink survey/or mail-in):

- The MAP follow-up survey will be administered
- Educational and environmental issues addressed as needed
- The follow-up survey data will be submitted to MACP staff by MAP Contractor if collected by phone or mail.

III. Justification of program design

This program is based on the successful designs of asthma home visiting programs in other states, as well as on studies that have been described in the literature. As noted earlier, the effectiveness of asthma home visiting programs has been well established. However, it is important to keep in mind that, as noted by the Task Force on Community Preventive Services, there are still evidence gaps regarding how best to carry out some of the specific details of individual asthma home visiting programs.

For example, the effects of different levels of intensity of a home visiting program are still not well described. This includes the actual number of home visits, as well as the intensity

of asthma education and environmental remediation provided. We chose four visits, with two additional phone contacts, because programs have been shown to be successful with four to six visits per 12-month period. In addition, the amount of time that we have set aside for asthma education should be adequate to meet the needs of the target population. The environmental remediation measures we have chosen to be modest in scope. Obviously, the cost of interventions can rise dramatically when intense environmental remediation takes place (e.g. removing carpet, replacing walls, etc.) With no evidence demonstrating that such intense remediation would be necessary for the majority of the target population, we are not prepared to advocate such measures at this time.

It is also an unknown as to which type of home visitor is most effective when carrying out asthma home visiting programs. Programs across the country have used a wide variety of types of personnel to implement their programs, including social workers, community health workers, certified asthma educators, and nurses. Similar outcomes have been observed with the different types of personnel. We have chosen to use registered nurses and respiratory therapists for a couple of reasons. First, registered nurses and respiratory therapists have the healthcare background and experience to effectively educate patients about asthma management with a minimal amount of additional training needed. Using social workers or community health workers would necessitate additional training time for personnel on asthma management, and the result may be information that is not as medically accurate. Additionally, registered nurses and respiratory therapists involved in other home visiting activities have experience with the home visiting process. This experience with other chronic diseases should translate well to asthma.

In addition, as noted earlier, there is a lack of research available on implementing asthma home-visiting programs with adults or in rural settings. However, this project will continue to enable us to learn more about the implementation of asthma home-visiting programs among adults and in rural areas. The lessons learned can then be applied to a larger Montana program in the future.

June 23, 2020

Contract #20-76

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-76
Yellowstone City-County Health Department
Ryan White Part C

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-76

BACKGROUND:

The purpose of this contract is to provide early intervention services for HIV positive clients.

TERM: May 1, 2020 – April 30, 2021

AMOUNT: \$ 30,000.00

RECOMMENDATION: Approval of Contract #20-76

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-76, Yellowstone City-County Health Department – Ryan White Part C

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-76, Yellowstone City-County Health Department – Ryan White Part C

**YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT
CONTRACT DBA RIVERSTONE HEALTH**

This is a contract by and between the YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT, dba RIVERSTONE HEALTH-RYAN WHITE PART C, hereinafter referred to as YCCHD-RW, and the CASCADE CITY-COUNTY HEALTH DEPARTMENT, hereinafter referred to as CCCHD, for the provision of early intervention services for HIV positive clients. Whereas the parties agree as follows:

- I. YCCHD-RW shall provide a total of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** annually for salaries, travel expenses, and continuing education expenses related to the provision of early intervention services for HIV positive clients. No later than the twenty-eighth (28th) calendar day of the month following each quarter, CCCHD shall submit to YCCHD-RW a Request for Payment in the form prescribed by YCCHD, which details the specific costs incurred and allowed in the previous month. YCCHD-RW reserves the right to disallow any inappropriate expenses. Equipment expenses are subject to prior approval. Continuing education and travel expenses greater than \$500.00 must be pre-approved by the YCCHD contract liaison.
- II. For the purposes of this Contract, the contact person for YCCHD-RW shall be Molly Hale, and the contact person for CCCHD shall be the CCCHD Health Officer or the Disease Prevention Services Manager.
- III. CCCHD will enroll HIV positive patients in accordance with existing protocols of YCCHD-RW in the Early Intervention Program.
- IV. The Early Intervention Case Manager will maintain a current list of all local medical providers of HIV Care, complete Ryan White Part C contracts with all such providers; maintain current medical records of all enrollees, provide updated demographic and disease status data, monitor each enrollee for quality of care and ensure such quality standards are met for each client, and coordination of ADAP medication assistance. A QI plan will be submitted annually with a plan of action addressing improvement of services/quality of care for Ryan White clients. CCCHD will assure the Case Manager has medical case management training.
- V. CCCHD will gather and provide upon request of YCCHD-RW, all data required for Federal reporting and enter the data into the shared CAREWARE data base used for HRSA reporting purposes.
- VI. CCCHD will submit bills for client care payment within five (5) days of receiving them. CCCHD agrees not to submit bills for services covered by Medicaid, Medicare, or private insurance. Bills beyond forty-five (45) days may be subject to non-payment.
- VII. CCCHD will ensure that clients receive quality cost effective medical care, in a confidential manner, and maintains client's medical records in accordance with Montana Uniform Health Care Information Act and YCCHD Early Intervention Program Protocols as provided.
- VIII. Both parties agree that they shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Orders 11375, and supplemental in

Department of Labor regulations (41C.F.R. Part 60) in providing services under the terms of this Contract.

- IX. YCCHD-RW, Bureau of Primary Health Care, and the Comptroller General of the United States or any duly authorized representative will have access to any books, documents, papers and records of the Contractor (CCCHD) which are directly pertinent, for the purposes of making audits, examinations, excerpts and transcriptions.
- X. Both parties agree that records can be destroyed five (5) years after final payment is made under this contract unless there is a pending audit, litigation or other action started prior to the end of that five-year period.
- XI. Both parties agree that subcontracting with any other agency, organization or person is not a provision of this Contract.
- XII. **Both parties agree that this Contract shall be for a one year period of time commencing on May 1, 2020 and end on April 30, 2021.** This Contract may be cancelled by either of the parties at any time without cause; however, the party seeking to cancel this Contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation.
- XIII. Both parties agree to hold each other harmless and indemnify each other for any liability, claims, demands, costs, and actions at law arising out of the performance of this Contract to the extent that the liability, claim, demand, cost, action, or damages are caused by or arise out of the acts or negligence of either party or its employees.

**Yellowstone City-County Health Dept. DBA
RiverStone Health
123 South 27th
Billings, MT 59107
(406) 247-3200**

**Cascade City-County Health Department
115 4th Street South
Great Falls, MT 59401**

Date

John Felton
CEO/Health Officer

Date

Chair,
Board of County Commissioners

Date

_____, Executive Director

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 23, 2020

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 20-77:**
 Cascade County DUI Task Force 2020 Annual Plan

PRESENTED BY: **Joseph Williams, DUI Task Force Coordinator**

SYNOPSIS:

The Cascade County DUI Task Force 2020 Annual Plan will be submitted to the Traffic and Safety Bureau of the Montana Department of Transportation in accordance with MCA 61-2-106. The 2020 Annual Plan effective dates are July 1, 2020- June 30, 2021.

The Cascade County DUI Task Force has the objective of reducing the number of alcohol related traffic incidents though assisting law enforcement, advocating for strict DUI legislature and public education.

The Cascade County DUI Task Force receives fund from the Highway Traffic Safety Office of the Montana Department of Transportation. These funds derive from the \$200.00 driver's license reinstatement fee collected from individuals convicted of DUI within Cascade County. One half of these fees are disbursed through the Traffic Safety Office to the DUI Task Force on a quarterly basis. The other half of the reinstatement fees are deposited in the State general fund. The Task Force's budget must maintain a slightly flexible nature due to the fact the amount collected will vary from quarter-to-quarter and year-to-year. Additionally funding accumulated from counties that do not have DUI Task Forces will be distributed to counties that do. These funds are added to this year's budget and all subsequent budgets as they become available. These funds are added to the other purchases/services budget. Unobligated Task force funds are "rolled over into the next fiscal year's budget and do not revert to Cascade County.

TWO MOTIONS PROVIDED FOR CONSIDERATION

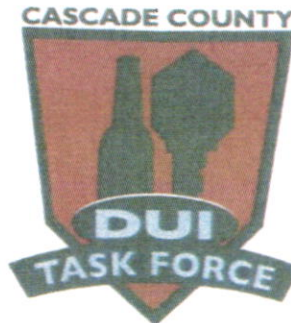
MOTION TO APPROVE:

"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract 20-77, Cascade County DUI Task Force 2020 Annual Plan."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract 20-77, Cascade County DUI Task Force 2020 Annual Plan."

The Cascade County DUI Task Force's Annual Plan



1 July 2020 - 30 June 2021

Submitted to the
Montana Traffic and Safety Bureau
Of the
Montana Department of Transportation

In Accordance with MCA 61-2-106

Prepared By:
Joseph Williams, Coordinator

Cascade County DUI Task Force
Great Falls Pre-Release Services, Inc.
1019 15th St. North
Great Falls, Mt 59401
(406) 455-9330
Joseph@gfprc.org

Approved:

Board of County Commissioners
Cascade County, Montana

James L. Larson
Chairman

Jane Weber
Commissioner

Joe Briggs
Commissioner

Table of Contents	2
Vision/Mission	3
Goal	3
Performance Measures	3
Evaluation	3
Program Administration	3
Budget Narrative.....	4
State Overview	6
Cascade County Overview	6
Actions the Task Force Will Take	11
Budget	Appendix A
Task Force members' contact info	Appendix B
Task Force members' email addresses	Appendix C
Task Force meeting schedule	Appendix O
	19
	20
	21
	22

Vision Statement

To be the dynamic force that impacts responsible driving behaviors

Mission Statement

The Cascade County DUI Task Force works to reduce the number of drug and alcohol-related traffic incidents through public information and education, assisting law enforcement, and legislative advocacy. The goal of the Cascade County DUI Task Force, as depicted in this plan, is to prevent driving under the influence, reduce the number of impaired traffic incidents/crashes in Cascade County, and to educate the public. The corresponding reduction of impaired traffic incident/crashes in our county will lower the economic and psychological costs associated with drug and alcohol-related injuries and deaths.

Performance Measures

The Task Force will strive to accomplish the following actions as noted by the applicable statistics:

- Reduce alcohol-related crashes in Cascade County by one half (1/4) percent, from 25.57 to 25.32 percent crashes.
- Initiate public information and education (PI&E) campaign to educate impaired drivers that if they do drive impaired, they will be detected and if appropriate, apprehended and sentenced.
- Initiate a PI&E campaign to educate minors that if they drive impaired they will be detected, apprehended and sentenced.
- Initiate a PI&E campaign to educate parents of their responsibilities to be positive role models and make and enforce a "Zero Tolerance" rule for their minor's use of alcohol and that if they provide alcohol to underage persons they will be detected, apprehended and sentenced.
- Increase law enforcement's capability to affect DUI and MIP arrests.
- Support Malmstrom Air Force Base's Airman Against Drunk Driving (AADD) program.
- Assist with conducting state approved Responsible Alcohol Sales training as needed.
- Collaborate with the Cascade County Tavern Association to allow patrons a free or subsidized taxi ride home via the Tavern Association's HOME SAFE program.

Evaluation

This plan will be evaluated through a comparison of the numbers contained in the performance measures listed above and the actual statistics obtained from both the Montana Department of Transportation's Traffic Safety Office and local sources.

Program Administration/Coordination

In order to maximize the Task Force's collaborative resources, the Coordinator will continue to be an active partner in other local state organizations and activities which advocate our mission and goal.

Budget Narrative

The Cascade County DUI Task Force receives funds from the Highway Traffic Safety Office of the Montana Department of Transportation. The funds are generated from individuals convicted of impaired driving within Cascade County and who, when legally eligible, pay a \$200.00 driver's license reinstatement fee to the State. One half of the fee is disbursed through the Traffic Safety Office to the DUI Task Force on a quarterly basis. The other half of the reinstatement fee is deposited into the State general fund. Since the amount collected will vary from quarter-to-quarter, the Task Force' budget must remain somewhat fluid. The amount held in reserve will be reviewed on a monthly basis by the Task Force and may be adjusted as necessary. Unobligated Task Force funds are "rolled over" into the next fiscal year's budget and do not revert to the Cascade County.

County and Statewide Crash Data (2009-2018)

Crash Description ----- Impaired Driver Involved

County -----Statewide

Injury Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	133	107	114	127	136	117	129	128	114	117
Serious Injury	322	308	291	373	333	297	332	297	270	259
Other Injury	1087	1077	1050	1106	902	1011	999	1048	911	864
No Injury	2308	2143	2140	2088	2077	2162	2265	2166	91	2019
Unknown/Other	156	108	318	189	147	152	174	195	2106	189
Total	4006	3743	3913	3883	3595	3739	3899	3834	3571	3448

Crash Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	116	92	101	117	116	106	118	111	102	109
Serious Injury Crash	237	231	206	262	227	223	243	217	203	193
Other Injury Crash	712	641	659	703	605	665	659	680	569	576
No Injury Crash	1096	1006	1023	1002	1018	1051	1076	1077	1056	990
Unknown/Other Crash	51	53	100	66	67	65	78	91	65	72
Total	2212	2023	2089	2150	2033	2110	2174	2176	1995	1940

Compare - Impaired Driver Involved/Statewide

All Crash

Injury Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatality	60%	56%	54%	62%	59%	61%	58%	67%	61%	64%
Serious Injury	29%	31%	30%	33%	30%	31%	33%	36%	37%	34%
Other Injury	17%	18%	17%	17%	15%	16%	15%	16%	14%	14%
No Injury	6%	6%	6%	6%	6%	6%	6%	6%	5%	5%
Unknown/Other	8%	6%	10%	10%	8%	8%	8%	9%	7%	8%
Total	9%	9%	9%	9%	8%	8%	8%	8%	7%	7%

Crash Severity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fatal Crash	58%	56%	54%	61%	57%	60%	58%	65%	60%	65%
Serious Injury Crash	28%	30%	28%	31%	27%	28%	31%	32%	34%	31%
Other Injury Crash	16%	15%	16%	16%	14%	15%	14%	15%	12%	13%
No Injury Crash	7%	7%	7%	7%	7%	7%	7%	7%	6%	6%
Unknown/Other Crash	12%	17%	9%	25%	20%	17%	17%	20%	19%	16%
Total	10.7%	10.1%	10.3%	10.9%	10.0%	9.7%	9.7%	9.9%	8.4%	8.5

Information from Montana.gov MDT (2019 information was not made available at the time of this report being made)

In 2015 nationwide, Montana was rated the second worst state to drive in due to our high DUI/impaired driving rate. Our neighboring state North Dakota was ranked as number one. This year to date, according to the Montana Department of Transportation, the number of highway fatalities in Montana is thirty six (36) compared to forty one (41) in 2019 at the same point. Statistical information over a period of years indicates that over half of all fatalities in Montana are alcohol related. Although most of the counties in Montana now have a DUI Task Force in place and although there are other like-minded

agencies putting out information regarding the terrible consequences of impaired driving, much more is needed. The key is tougher legislation in regards to impaired driving. New Mexico was at one time one of the worst states when it came to impaired driving. Their legislature finally decided it was time to do what was right and pass legislation keying in on three things. The first was occupancy protection (seat belt use). The second was impaired driving, and the third was off-road departures. Their program has been highly successful and is now a model the Montana Department of Transportation is adopting called "Vision Zero". The key to its success here in Montana is funding and tougher impaired driving laws, all coming from the legislature.

Cascade County Overview

Cascade County rests in the central section of the state and is one of the "Big Nine" largest populated counties with an estimated 82,384 residents according to the U. S. Census Bureau estimate.

Malmstrom Air Force Base (AFB) sits just east of Great Falls and lies within Cascade County. With the youngest average-aged population of all Air Force bases, Malmstrom AFB poses a unique situation, not unlike a college campus. Young airmen, many away from home for the first time, tend to experiment with alcohol which, in turn, results in increased traffic crashes and minors-in-possession of alcohol (MIP-A). Fortunately, the DUI Task Force enjoys an outstanding relationship with the base's senior leadership and works hand-in-hand to reduce and mitigate the effects of alcohol-related traffic incidents. Both the AFY and Malmstrom are active members of our Task Force and a symbiotic relationship exists which allows the three organizations to complement one another.

Alcohol-related vehicle accidents, fatalities and injuries have generally decreased over time with some anomalies. It is the hope of the DUI Task Force that a combination of factors has contributed to the reduction in the incidence of driving impaired, but proof is inconclusive. The DUI Task Force continues to utilize educational measures (radio, print, social media, DUI website, and television ads); incentives (awards); and support to law enforcement for application of the laws relating to "driving under the influence" to affect change. Note the data below:

Alcohol-related traffic crashes in Cascade County have lowered since 2012. In 2018, there were 8 less crashes reported than the previous year.

2012 Crashes	2013 Crashes	2014 Crashes	2015 Crashes	2016 Crashes	2017 Crashes	2018 Crashes
180	138	146	157	144	121	113

Since 2012, fatality rates have risen and fallen fairly dramatically. In 2018 there was 4 more fatalities than in 2017.

2012 fatalities	2013 fatalities	2014 fatalities	2015 fatalities	2016 fatalities	2017 Fatalities	2018 Crashes
3	6	11	5	6	3	7

Since 2014, alcohol related injuries have lowered. In 2018 the number injuries raised slightly from 2017.

2014 Injuries	2015 Injuries	2016 Injuries	2017 injuries	2018 injuries
73	88	117	68	71

Cascade County has 233 licensed establishments, which based on county population of 81,654 is approximately 350 persons for every liquor license.

Cascade County continues to be challenged with:

Illegal alcohol sales:

--Over-service of alcohol to persons 21 and older (sales to persons exhibiting obvious signs of intoxication).

--Sales to persons under 21 years of age.

- Minors in possession of alcohol (MIPs).
- Repeat DUI offenders.
- High average BAC rate.

Task Force Statistician

The Cascade County DUI Task Force will gather, compile and report DUI arrests, convictions and their corresponding sentences to the Task Force in accordance with MCA 61-2-106(4). This requirement continues to be a daunting one however in as much as tracking nearly 500 DUI arrests and sentences and then navigating the complex maze of the different types of convictions that are adjudicated from the seven different courts in the county is lengthy and time consuming.

Cascade County DUI Arrests

There were 372 DUI arrests in 2012, 308 in 2013, 331 in 2014, 349 in 2015, 334 in 2016, in 2017 there were also 334 arrests, and in 2018 there were arrests 404. Last year's information is still being gathered however from January to June 2019 there were 173 DUI arrests in Cascade County, 19 less DUI's than the same time in 2018. The number of DUI arrests in 2018 by agency is as follows: MHP- 267; CCSO-04; GFPD-133; and MAFB-0. There is no specific indicator as to why there was a 70 DUI arrest increase from 2017-2018. According to local law enforcement officials, DUI enforcement is vigorously pursued here in Cascade County. But, because there is no system to determine why someone did not drive impaired or chose to do so is an ever changing decision for many people regardless to the efforts of the Task Force to educate drivers as well as increasing law enforcement visibility. On Malmstrom Air Force Base, there were 140 "saves" in 2017, 205 in 2016 compared to the 249 in 2015, and 166 in 2014. The information regarding 2018 has yet to be completed however they have reported 35 saves from January to April. The information from 2019 is still being compiled. The term "saves" means airmen who contacted "on-call" airmen for a safe ride home from an alcohol related outing.

Cascade County DUI Convictions

The Cascade County DUI Task Force has collected, compiled and printed the results of persons convicted of DUI and their sentences. Since the spread sheet report is lengthy the Task Force will make the report available to interested persons upon request to the Coordinator.

Cascade County Breath Test Refusal Rate

In 2014 38.8 percent, respectively, of drivers stopped by law enforcement officers for suspected impaired driving in Cascade County refused to supply a requested breath/blood test to determine their blood alcohol content (BAC). In 2015 it was 36.7 percent of drivers stopped refused to test, in 2016 the percentage was 36.8 percent, in 2017 the percentage was 36.8 percent. 2018 the percentage of drivers stopped and refused to provide a breath test was 6.68% percent. This last year (2019) is still being compiled however the current rate from of drivers stopped ho refused to test from January to June was 3.46% showing a continued downward trend. According to Montana Code, Montana has an "implied consent" law that says, "A person who operates or is in actual physical control of a vehicle upon ways of this state open to the public is considered to have given consent to a test or tests of the person's blood or breath for the purposes of determining any measured amount or detected presence of alcohol or drugs in the person's body." There is a provision (some call it a loophole) in the law that says, "If an arrested person refuses to submit to one or more tests requested and designated by the officer as provided in subsection (2) the refused test or tests may not be given ... " MCA 61-8-(4).

Drivers who "know the system" refuse to provide a breath/blood sample and also refuse to perform standard field sobriety tests. The resulting lack of hard evidence that a potential crime (DUI) may have been committed directly impacts the officer's ability to articulate to a prosecutor, and hence a jury, the level of impairment of the suspected impaired driver. The Montana legislature passed a law which allows law enforcement officers to request a warrant to take the blood of persons who have previously refused to provide a breath/blood sample as well of individuals convicted of or have a pending offense of a second or subsequent DUI according to MCA 61-8-402(5).

Cascade County's Average BAC

In 2013, Cascade County had an average BAC level 0.174, in 2014 the average BAC was 0.179 in 2015 the average BAC level was 0.162, in 2016 the average BAC was .146, in 2017, the average BAC level was 0.119. 2018 the average BAC was .153 a major increase over 2 years prior. 2019 is still being compiled at this time.

Persons arrested for DUI in Cascade County have high average BAC levels indicating there are many drivers who, after drinking, do not have someone (spouse, friend, and bartender) to intervene. Although there is a solid education program in Cascade County regarding responsible alcohol sales and service for sellers and servers (Let's Control It Program), the issue of over-serving may still be a factor in BAC levels. Additionally, more of the population is purchasing packaged alcohol and consuming it in locations where there are not any limitations to their intake such as private parties, camping, in their own homes, etc. which greatly relates to higher BAC levels.

DUI STATISTICS FOR July 2018-June 2019

DUI ARRESTS BY AGENCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
MHP	40	18	25	24	17	22	15	15	16	12	14	9	227
CCSO	0	2	1	0	0	1	2	4	1	1	4	2	18
GFPD	11	8	13	15	8	7	14	13	13	10	15	13	140
MAFB	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	51	28	39	39	25	30	31	32	30	23	33	24	385

DUI STATISTICS FOR July 2017-June 2018

DUI ARRESTS BY AGENCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
MHP	16	14	12	9	15	16	9	14	29	21	29	19	203
CCSO	2	2	1	1	0	1	0	0	0	0	0	0	7
GFPD	12	6	10	12	12	20	10	18	9	8	12	14	143
MAFB	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	30	22	23	22	27	37	19	32	38	29	41	33	353

DUI STATISTICS FOR July 2016-June 2017

DUI ARRESTS BY AGENCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
MHP	18	11	11	6	12	9	14	18	12	11	6	5	133
CCSO	1	1	1	2	0	2	1	2	3	1	2	6	22
GFPD	18	11	14	11	11	7	12	18	8	22	19	13	164
MAFB	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	37	23	26	19	23	18	27	38	23	34	27	24	319

DUI STATISTICS FOR July 2015-June 2016

DUI ARRESTS BY AGENCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
MHP	14	9	13	18	6	7	20	17	13	12	10	6	145
CCSO	5	2	1	5	4	3	3	2	3	2	1	0	31
GFPD	8	15	16	10	14	13	19	13	23	17	14	13	175
MAFB	0	0	0	2	2	0	0	0	0	0	0	0	4
OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DUI ARRESTS	27	26	30	35	26	23	42	32	39	31	25	19	355

DUI Arrests: Break Down July 2018-June 2019

Age Range	Male	Female	Total
Under 18			
18-20 yrs.	5	3	8
21-25 yrs.	18	4	22
26-30 yrs.	23	8	31
31-35 yrs.	20	10	30
36-40 yrs.	9	0	9
41-45 yrs.	11	3	14
46-50 yrs.	7	3	10
50+ yrs.	19	9	28
GRAND TOTAL	112	42	154

*not all ages are reported

DUI Arrests: Break Down July 2017-June 2018

Age Range	Male	Female	Total
Under 18	0	0	0
18-20 yrs.	3	0	3
21-25 yrs.	12	1	13
26-30 yrs.	9	3	12
31-35 yrs.	2	2	4
36-40 yrs.	6	2	8
41-45 yrs.	4	3	7
46-49 yrs.	2	2	4
50+ yrs.	17	4	21
GRAND TOTAL	55	17	72

*not all ages are reported

DUI Arrests: Break Down July 2016-June 2017

Age Range	Male	Female	Total
Under 18	0	0	0
18-20 yrs.	3	1	4
21-25 yrs.	22	8	30
26-30 yrs.	21	5	26
31-35 yrs.	20	6	26
36-40 yrs.	15	2	17
41-45 yrs.	11	3	14
46-50 yrs.	7	0	7
50+ yrs.	23	14	37
GRAND TOTAL	122	39	161

*not all ages are reported

BAC Chart July 2018-June 2019	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
# BAC tests given	8	6	6	10	8	6	3	3	5	2	5	3	65
# Refused	1	2	2	2	3	3	1	1	0	0	4	0	19
# DUI Drug / Search Warrant	0	0	0	0	2	0	1	0	0	0	1	0	4
Average BAC	0.138	0.086	0.176	0.185	0.139	0.134	0.224	0.13	0.133	0.277	0.148	0.131	0.158

BAC Chart July 2017-June 2018	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
# BAC tests given	4	6	6	2	8	3	1	4	11	7	16	3	71
# Refused	1	1	4	1	1	1	1	3	3	2	4	1	23
# DUI blood draw from warrant	25	0	2	1	0	1	0	2	1	1	3	0	36
Average BAC	0.153	0.153	0.17	0.167	0.154	0.207	0.197	0.147	0.147	0.123	0.165	0.201	0.1653

BAC Chart July 2016-June 2017	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
# BAC tests given	3	2	5	2	3	2	5	6	3	3	2	5	41
# Refused	5	2	1	1	0	1	3	1	2	3	0	3	22
# DUI Drug / Search Warrant	28	19	21	16	20	15	19	31	18	28	25	16	256
Average BAC	0.157	0.136	0.105	0.163	0.196	0.111	0.219	0.124	0.179	0.178	0.15	0.214	0.161

BAC Chart July 2015-June 2016	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
# BAC tests given	9	12	16	16	10	6	11	4	5	7	4	0	100
# Refused	8	11	6	8	7	6	7	3	6	2	0	0	64
# DUI Drug / Search Warrant	10	4	8	10	8	11	23	26	22	18	20	19	179
Average BAC	0.138	0.158	0.163	0.163	0.168	0.159	0.186	0.174	0.187	0.182	0.158	0	0.153

SENTENCING MISD, DUI

DUI CITATIONS BY MHP:	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DUI CONVICTIONS	3	1	1	6	12	1	1	1	3	0	2	1	32
DUI PER SE CONVICTIONS	6	7	2	9	8	6	10	13	14	9	2	2	88
DUI AGGRAVATED (61-8-465)	0	0	0	0	0	0	0	0	0	0	0	0	0
DUI DRUG DRIVING CONVICTION	2	2	0	0	0	0	1	3	2	0	0	0	10
DUI Drug Driving Dismissed	0	0	1	3	3	1	0	0	0	0	0	0	8
DUI DISMISSED	0	3	1	4	4	5	3	3	2	3	34	5	67
DUI TRANSFERRED	8	4	1	0	0	0	0	3	1	5	1	3	26
DUI NOT GUILTY	0	0	0	0	0	0	0	0	0	0	0	0	0
DUI .02 CONVICTIONS	0	0	0	0	0	0	1	1	1	1	0	0	4
DUI .02 DEFERRED	0	0	0	0	0	0	0	0	0	0	0	0	0
DUI .02 DISMISSED	0	0	0	0	0	0	0	0	0	0	0	0	0
	2	2	1	7		0	0	0	0	0	0	0	18

[illegible][illegible]

ACTIONS THE DUI TASK FORCE WILL TAKE

FOCUS: REDUCE ALCOHOL-RELATED CRASHES.

PROBLEM: In 2010 the alcohol-related crash rate decreased 1.1 to 7.3 and decreased again in 2011 to 6.9. There was a 25.8 decrease in alcohol related crashes from 2012 to 2013. In 2012, there were 93 alcohol related crashes while only 69 in 2013. Law enforcement agencies arrested 372 drivers for DU I in 2012 and 308 drivers in 2013. In 2012, there was an average of 31 arrests per month, while in 2013 the average was 26 per month. An increase in the amount of arrests in 2014 was 29 per month, 3 more arrests than the previous year.

METHOD: Use various media to disseminate information and education that driving impaired is not legal or socially acceptable and that alternative methods of transportation are available for little or no cost to the drinker verses the costs associated with a DUI.

PROCESS: Continue and increase public information & education (PI&E) campaigns in the local agencies such as writing and submitting monthly "Letters to the Editor" regarding DUI related topics, television stations, radio stations, social media, in the Cascade County DUI Task Force stand-alone website, local high school newspapers including the CMR Stampede and the GFH INIWA and Belt High School Valley Voice. Display the MHP Trooper Haynes' destroyed patrol vehicle during the Montana State Fair and provide demonstrations to the public on different levels of intoxication using "drunk goggles".

TIMELINE: Ongoing throughout the year and during the Montana State Fair week.

PROCESS: Develop specific high visibility public service announcements in conjunction with historically alcohol-related holidays such as Christmas, New Years, and other national events such as the Super Bowl. Messages will emphasize the dangers of impaired driving, personal responsibility, and calling 911 when appropriate and using designated drivers.

TIMELINE: To be started prior to each historically alcohol-related holiday and national event.

METHOD: Expand the methods of broadcasting PI&E to the general public and Task Force presence.

PROCESS: Maintain a stand-alone website with a mobile friendly platform and social media integration capable of showing up to date content with ability to post pictures, video and audio.

TIMELINE: To be maintained and updated as needed during the fiscal year 2019-2020.

METHOD: Include a "catch phrase" along with the Task Force LOGO to evoke a thought or emotion to NOT drink or drive impaired.

PROCESS: The "catch phrase" will be inclusive with all Task Force correspondence, advertising and banner displays.

PROCESS: Have Cascade County DUI Task Member pins made and wear them at all events DUI Task Force members attend.

METHOD: Expend additional funding to purchase/upgrade outdated DUI related equipment used to identify DUI offenders and prosecution of offenders.

PROCESS: Have Task Force members identify those areas additional funding should be applied towards and vote on recommendations.

TIMELINE: Ongoing throughout the year.

METHOD: Expend additional funding in two areas:

1. \$1,500 Towards training of Task Force members and law enforcement personnel to better perform their duties in curbing our County's DUI rates.
2. Additional funding up to \$6,000 toward paying overtime hours to law enforcement personnel to do after-hours compliance checks.

PROCESS: Have Task Force members identify and vote on recommendations brought before them.

TIMELINE: To be accomplished during the fiscal year 2019/2020.

METHOD: The Task Force Coordinator will, by invitation of the 3418t Missile Wing Commander, attend and actively participate in the Wing's Community Action Information Board (CAIS) which focuses on preventing unhealthy actions of Air Force personnel and family members.

PROCESS: Attend and provide input from the Cascade County DUI Task Force.

TIMELINE: Quarterly meetings at Malmstrom AFB.

METHOD: The Task Force will strongly emphasize the Airman Against Drunk Driving (AADD) program on Malmstrom AFB before holidays and other national sporting events through the Task Force's AADD representatives.

PROCESS: This emphasis will be accomplished via the base newspaper, THE GUARDIAN, the base magazine HeadsUP, Malmstrom's television channel, social media and face-to-face briefings.

TIMELINE: Before holidays and national sporting events.

FOCUS: YOUNG DRIVERS/ILLEGAL DRINKERS.

PROBLEM: Young adult drivers (ages 18-24) continue to be significantly over represented in alcohol-involved crashes.

METHOD: Raise awareness and the need for intervention in a drinker's spouse, significant others and friends.

PROCESS: Develop a PI&E campaign to address the need of spouses, significant others and friends to intervene to prevent impaired/drunken drivers from getting behind the wheel.

TIMELINE: To be done throughout the year as the Task Force determines.

METHOD: PI&E to teenagers.

PROCESS: Develop a PI&E campaign that targets underage drinkers. The Task Force will develop, in conjunction with high school students and distribute monthly, school newspaper ads which extol the benefits of being alcohol and drug-free as well as the consequences of illegal use of alcohol and drugs. Additionally, the Task Force will provide articles to discourage underage drinking for insertion into school newspapers.

TIMELINE: To be done monthly during the school year and just prior to graduation.

PROCESS: The Task Force will advertise at each high school in the county and with local media and Cascade County DUI Website the availability of two scholarships of \$750.00 to graduating students who have demonstrated their involvement, via letter to the Task Force, in some aspect of how alcohol has affected themselves or a family member and what he/she did to avert becoming involved with alcohol.

TIMELINE: To be advertised 3 months prior to graduation/awards ceremony.

PROCESS: The Task Force will develop and distribute PROMise cards to remind prom goers to make the most important choice that night to be alcohol and drug-free.

METHOD: The Task Force will get a local printer to print 750 of the cards free of charge and Task Force members will distribute them to all the schools in the county so that when students buy their prom tickets, the sellers will also give a PROMise card to the students. Additionally, some flower and tuxedo shops will also attach them to the flower boxes and tux covers so the students will see them when they pick up their flowers and tuxedos.

TIMELINE: To be done just prior to proms.

METHOD: PI&E to parents regarding their parental responsibilities concerning their children's use of alcohol, how and where they obtain it and how to help eliminate access.

PROCESS: Continue the PI&E campaign that targets educating parents of minors on advocating talking to their kids about alcohol use/abuse. The information will include the methods minors use to get alcohol, such as using fake, altered or some other person's ID card, third party sales and stealing from the Parents' own alcohol supply. Information, both verbally and printed pamphlets, will be presented by the community service coordinator and his assistant during the time when teens convicted of alcohol possession and their parents sign up to do their court ordered community service.

TIMELINE: Will be done on an every time as teens and their parents appear for signing up to do community service.

METHOD: PI&E to teens and parents the necessity of initiating a dialog regarding the teens refusing to drink and securing a safe ride home from the parent and that the parent will also not get behind the wheel and drive after he/she has been drinking.

PROCESS: The Task Force will provide approximately 400 "Contracts of Choice" to teens and parents when they and their teen sign up for court ordered community service. Additional Contracts will be distributed during the annual health fair. The Contract stipulates that the teen will, communicate their positive values pertaining to alcohol/illicit drug use, and set a good example for non-use to friends and family. The teen also agrees to call the parent or guardian for *advice* or a ride home wherever illegal drinking or drug use is occurring. The parent or guardian agrees to communicate clear rules and expectations about alcohol and illicit drug use, explain risk and dangers of using, and by setting a good example to their children. The parent or guardian also agrees to respond at any hour, to any place with no questions asked or will pay for a taxi home if their teen ever calls for a ride home in order to leave a situation involving illegal drinking or illicit drugs is taking place. The parent or guardian also agrees to seek safe, sober transportation home if they themselves are ever in a situation where he/she has had too much to drink. As the Task Force Coordinator is also the Community Service Coordinator for the courts, he enrolls all teens that are convicted of minor-in-possession of alcohol and are required to perform community service into the community service program. At that time he or his assistant explains the "Contract of Choice" to both the parent and teen and the reasons they should both sign it. The MIP-A Law is also explained to them, how it applies to them, and what they must do to avoid violating the MIP-A Law. In May 2015, 2,844 information letters and "Contracts of Choice" were sent to every 8th, 9th, 10th, 11th and 12th graders. More will be sent to every 7th and 8th graders in the fall at the beginning of the school year. This will happen every school year from now on.

TIMELINE: Will be done on an almost daily basis as teens and their parents appear for signing up to do community service.

PROCESS: The Task Force collaborates with the Great Falls Public School District's Office and the Alliance for Youth's MIP-Alcohol Task Force. Statistics indicate there are numerous school-aged drinkers who are not complying with their sentences regarding completing an alcohol education course.

TIMELINE: On a monthly basis during the school year.

PROCESS: Collaborate with local groups, primarily through Gateway Recovery. A Task Force member is a Gateway Recovery Prevention Specialist. She will initiate and conduct alcohol and drug education programs in Cascade County schools.

PROCESS: The Task Force will advocate to parents the Social Host message to not serve alcohol to teens during graduation parties.

METHOD: When a Task Force member presents a scholarship award to a teen during a school award ceremony, the member will speak to the assembled audience and the teens to not serve or consume alcohol at graduation parties. The Task Force will assist the Alliance for Youth with the "Sticker Shock" campaign by attaching a message to beer containers promoting non-sales to minors. Social media will be used to help promote the social host message.

METHOD: The Coordinator will write a letter to local media essentially warning parents who may be thinking of hosting a graduation party to not serve or allow any alcohol to be consumed as there would be potentially catastrophic consequences such as crashes, deaths and law suits.

TIMELINE: One to two weeks prior to graduation.

CONTRACT OF CHOICE

A DECISION TO LIVE ABOVE THE INFLUENCE



As a student, I will . . .

Please check the boxes below

- ☐ Communicate my positive values about alcohol and illicit drug use to my friends and family.
- ☐ Talk often with my parents about the risks and dangers of alcohol and drug use.
- ☐ Talk to my parents about their rules and expectations on alcohol and drug use.
- ☐ Set a good example for my friends by not using alcohol.
- ☐ Set a good example for my friends by not using prescription medicine not prescribed to me.
- ☐ Set a good example for my friends by not using marijuana.
- ☐ Party the right way!

As a teenager, I agree that if I am ever faced with a situation where illegal drinking or drug use is occurring, I will call you for advice and/or a ride home at any hour from any place, or any situation where my safety may be in jeopardy. I will wear and comply with seat belt laws. I have discussed this contract with you and fully understand your expectations regarding my involvement with underage drinking and the use of illegal drugs.

My pledge to you and myself,

Signature of Teenager

Date

As an adult and/or guardian, I will empower youth by . . .

Please check the boxes below

- ☐ Setting and communicating clear rules and expectations about alcohol and illicit drug use to my children and youth in my life.
- ☐ Talking often with my children and youth in my life about the risks/dangers of alcohol and drug use.
- ☐ Setting an example by: 1) never using illegal drugs or prescription medicine not prescribed to me and 2) drinking alcohol responsibly.
- ☐ Never providing alcohol/illicit drugs to youth; nor allowing youngsters to drink alcohol or use drugs on my property.
- ☐ Communicating positive values, and encouraging my family and friends to follow these same guidelines.

As a parent or guardian, I agree to come and get you at any hour, at any place without asking questions or arguing with you. If I cannot personally transport you, I will pay for a taxi to bring you safely home. We will discuss the situation at a later time. I agree to always seek safe, sober transportation if I am ever in a situation where I have had too much to drink or my safety is in jeopardy. I will also wear and comply with seat belt laws.

My pledge to you and myself,

Signature of Adult and/or Guardian

Date

~ Please Post this Contract on your Refrigerator as a reminder ~

PROCESS: The Task Force will support and assist law enforcement when they conduct underage alcohol compliance checks.

METHOD: The Task Force will provide whatever support law enforcement needs such as funds for overtime hours, mailing and postage funds to notify establishments of alcohol sales training classes and any other support they may need.

TIMELINE: As the police department conducts compliance checks and schedules classes throughout the year.

FOCUS: REDUCE THE NUMBERS OF IMPAIRED PERSONS LEAVING ESTABLISHMENTS THEN DRIVING.

PROBLEM: Persons who patronize licensed establishments who may be under the influence of alcohol should have means available for safe transportation home.

METHOD: Continue support for establishments and organizations.

PROCESS: Support "Home Safe" .an alternative transportation program utilizing the local taxi company and sponsored by the Cascade County Tavern Association for impaired patrons by contributing funds not to exceed \$3000. "Home Safe" is an organization that is partially sustained with annual membership fees paid by licensed establishments and distributors who subscribe to the service. The Task Force will react to monetary requests from the Tavern Association for taxi rides.

TIMELINE: As requests for funds are received.

FOCUS: INCREASE LAW ENFORCEMENT CAPABILITIES AND VISIBILITY.

PROBLEM: Cascade County law enforcement agencies (MHP, CCSO, GFPD, MAFB and Adult Probation and Parole) have limited budgets with which to purchase and repair DUI enforcement related equipment and supplies.

METHOD: Increase capabilities and visibility of local law enforcement agencies which in turn will help them to more efficiently detect, stop and arrest drunk drivers and underage drinkers.

PROCESS: React to law enforcement agencies' requests for initial purchases and reimbursements of equipment, and supplies used in DUI and Minor-in-Possession (MIP) of alcohol enforcement and prevention activities.

TIMELINE: Usually monthly as law enforcement agencies present requests to the Task Force.

PROCESS: Recognize the law enforcement officers through a formal, annual recognition program to let them know they are appreciated and are making a difference in reducing drunk/impaired driving. The Task Force will solicit an individual from each of the five law enforcement agencies within Cascade County; Great Falls Police Department, Cascade County Sheriffs Office, Montana Highway Patrol, Malmstrom AFB Law Enforcement, Adult Probation & Parole Bureau, and a city and a prosecutor from the City or County Attorney's Office. Gifts will be donated from local merchants as well as plaques from the Task Force. The spouses/significant others will also be recognized for their support of the honoree. News media will be invited and a press release will be developed and distributed which explains the reason for the ceremony and why the honorees were selected.

TIMELINE: Annually during the month of May Task Force Meeting.

FOCUS: EDUCATE ALCOHOL SELLERS, SERVERS AND LICENSE HOLDERS OF THE LAWS REGARDING ILLEGAL ALCOHOL SALES.

PROBLEM: Many sellers, servers and license holders do not have a clear understanding of the laws and legal implications when they sell to under age persons or violate other liquor laws.

METHOD: Provide any state approved responsible alcohol sales training sessions to educate approximately 2,000 clerks, bartenders, license owners, managers and other purveyors of alcohol. Provide written materials for reference regarding ID cards and drivers licenses.

PROCESS: Support and promote compliance with Montana liquor laws by assisting with state approved Responsible Alcohol Sales training sessions. The sessions are designed to teach participants alcohol laws, merchant liability, effective store policies and how to identify fake ID's. The class utilizes instructors trained by the Montana Department of Revenue and who have unique perspectives and a Montana Department of Revenue Power Point presentation. Handouts include booklets on *Responsible Alcohol Sales* and brochures on Montana's DUI and MIP laws. Additional free items such as handouts showing how to detect fake ID's, posters, cold case decals, and "No ID - No sale" buttons are provided courtesy of the Task Force, Gateway Recovery and GFPD.

TIMELINE: Approximately every 6 months.

PROCESS: The Task Force will provide, usually during state approved Responsible Alcohol Sales training sessions, free to licensed establishments, 50 of the latest edition of the ID CHECKING GUIDE. The guides show each state's ID cards and driver's licenses as well as Canadian and U.S. Federal Identification cards. The guides cost the Task Force \$17.15 each but the Task Force feels it is a small price to pay to help purveyors of alcohol avoid illegal alcohol sales.

TIMELINE: When requested by managers and license holders of licensed establishments and during state approved Responsible Alcohol Sales training sessions.

METHOD: The Task Force has and will continue to award "KUDO" cards to purveyors of alcohol when a Task Force member sees a purveyor demonstrates an effort to properly "card" individuals or otherwise determine compliance with the law.

PROCESS: Task Force members have "KUDO" cards in their possession and when observing a purveyor complying with the law will tell the purveyor they have done a good job and issue them a card. Additionally referrals from the City Attorney regarding persons who called 911 to report drunk drivers which resulted in a conviction or guilty plea will also receive a gift card. The card has the Coordinator's name and phone number to call and when makes contact, the Coordinator Will present a \$10.00 gift card to the purveyor to use at over 90 locations in Great Falls.

TIMELINE: Ongoing throughout the year.

METHOD: The Task Force will partner with local law enforcement during compliance checks

PROCESS: The Task Force will provide KUDO cards to law enforcement to present to establishments that pass the compliance checks. All individuals presented the KUDO Card for passing the compliance checks will notify the DUI Coordinator for a gift certificate to be spent in the local community.

TIMELINE: Coordination will be done prior to the start of each compliance check.

Projected Cascade County DUI Task Force Budget

1 July 2020 - 30 June 2021

Salaries/Wages Employer Contributions

IT Supplies	\$100.00
Operating Supplies	\$800.00
Enformcmnt Supplies	\$3,000.00
Publicity	\$4,000.00
Internet	\$504.00
Professional Services	\$8,451.00
Audit Fee	\$45.00
Coordinator	\$9,600.00
Scholarships	\$2,000.00
Other purchases/services	\$7,500.00
TOTAL	\$36,000.00

ESTIMATED REVENUE FROM DUI REINSTATEMENT
FEES: \$24,000.00

Additional \$12,000.00 from overage of 2019-2020 budget.

2019-2020 Budget:

Salaries/Wages Employer Contributions

IT Supplies	\$100.00
Operating Supplies	\$800.00
Enforcement Supplies	\$3,000.00
Publicity	\$4,000.00
Internet	\$504.00
Professional Services	\$12,451.00
Audit Fee	\$45.00
Coordinator	\$9,600.00
Scholarships	\$1,000.00
Other purchases/services	\$8,500.00
TOTAL	\$40,000.00

-An additional \$378.50 more was added to Enforcement Supplies.

(HB-132)

Appendix A

Task Force Members' Contact Information

Ted Szudera 455-2376
Benefis Health Systems
500 15th Ave S.
Great Falls MT 59405

Bob Wigforsi 771-5016
Gateway Recovery
26 4th St N
Great Falls, MT 59401

Capt. John Schaffer 455-8413
PO Box 5021
Great Falls, MT 59403

Jody Murray 268-6770
Prevention Specialist
Great Falls Public Schools
Great Falls, MT 59405

Jim Whitaker 761-6676
4020 5th Ave S
Great Falls, MT 59405

Joseph Williams
455-9330
Coordinator
1019 15th St N
Great Falls, MT 59401

Jim Larson 454-6814
County Commissioner
325 2nd AveN
Great Falls, MT 59405

Mark Dunn 455-8478
Asst. City Attorney
South Park Drive Rm 101
PO Box 5021
Great Falls, MT 59403

Ashley Archer 454-6904
Deputy County Attorney
121 4th St N. Suite 2A
Great Falls, MT 59401

Deputy Travis Grove 454-8091
3800 Ulm N. Frontage Rd
Great Falls, MT 59404

Cory Purves 268-3209
Adult Probation & Parole Officer
219 5th St S. Suite A
Great Falls, MT 59405

Mark Hewitt
731-4451
341 Med group
Malmstrom AF

Vince Kyle 454-3360
Cascade County Tavern Assoc.
2821 4th Ave N
Great Falls, MT 59401

Trooper Dan Arnold
453-1121
812 14th St N
Great Falls, MT 59401

SRA DAVID ALLEY 731-2710
AADD
3410SS/OSW
Malmstrom AFB, MT 59404

Darren Brown
Greatfalls Citizen Member

Shellie Babinecz
Great falls Pre-release Rep.
1019 15th st N
Great Falls MT. 59401

AppendixB

Task Force Member's E-mail Addresses

NAME:	E-MAIL ADDRESS:
Jim Larson	jl Larson@cadecountymt.gov
Joseph Williams	joseph@gfprc.org
Bob Widorski	bob@gatewayrecovery.org
Cory Purves	Cpurves@mt.gov
Mark Dunn	Mdunn@greatfalls.net
Jim Whitaker	whitaker08@gmail.com
Ted Szudera	tedsadera@bebefis.org
Jody Murray	jody_murray@gfps.k12.mt.us
SSgt John Heffington	jheffington@gmail.com
Capt. John Schaffer	jchaffer@greatfallsmt.net
Vince Kyle	cckyle@bresnan.net
Ashley Archer	aaracher@cadecountymt.gov
Trooper Dan Arnold	darnold@mt.gov
Deputy Travis Grove	tgrove@cadecountymt.gov
Mark Hewitt	mark.hewitt.5@us.af.mil

Appendix C

DUI TASK FORCE MEETING SCHEDULE

July 2020

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 23, 2020

AGENDA #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM

Contract 20-78
Building for Lease or Rent Application for 4601
River Drive North, Great Falls, MT 59405

PRESENTED BY

Charity N. Yonker, Planning Director

GENERAL INFORMATION:

APPLICANT: Ken Weinheimer on behalf of Aspen Air, LLC

PROPERTY LOCATION: Addressed as: 4601 River Drive North legally described as Lot 3, Block 1 of Henke Tracts Minor Subdivision, Section 4, Township 20N, Range 4E, Parcel # 0002615200

EXISTING ZONING: Heavy Industrial (I-2)

SURROUNDING USES: North - Heavy Industrial (I-2)
East – Heavy Industrial (I-2)
South – Heavy Industrial (I-2) & City of Great Falls
West – Heavy Industrial (I-2)

PURPOSE: Construction of 4 additional storage buildings (#10, 11, 12, & 14). and 2 additions to existing storage building (#13) containing an additional 200 mini-storage units to an existing storage facility business.

REQUESTED ACTION: Review and approval of Buildings for Lease or Rent Application

BACKGROUND:

The 2013 Montana Legislative Session passed Senate Bill 324 to regulate Buildings for Lease or Rent (BLR). Some of Montana's counties felt developers and landowners were attempting to skirt subdivision regulations when they developed projects meant for leasing or renting buildings. BLR Regulations are an attempt to ensure all of Montana's counties regulate these buildings. Cascade County established their own set of BLR Regulations on November 12, 2013 with Resolution No 13-93, passed with a unanimous supermajority by the Board of Commissioners.

The Applicant has proposed adding four (4) storage buildings, Building #10, 11, 12, and 14, along with two (2) additions to existing storage Building #13 to add a total of 200 mini-storage units on the subject property. Lot 3 currently has Buildings 1 through 5 and 13, and an office building, which have been previously approved or predate BLR and Zoning totaling approximately 318 mini-storage units.

The first thirty (30) or fewer buildings for lease or rent that are not or will not be served by water or wastewater facilities, or the first five (5) or fewer buildings for lease or rent that are or will be served by water and wastewater facilities proposed on a single tract of record may be allowed through a Location/Conformance Permit. However, "[a]ll other buildings for lease or rent on a single tract of record require review and approval by the governing body, pursuant to the provisions in Section 6" of the Cascade County Buildings for Lease or Rent Regulations.

FACTS:

1. On March 26, 2019, the Board of County Commissioners approved one (1) storage building containing approximately sixty-four (64) storage units. At that time, the property had four (4) other storage building and an office located on the property.
2. On August 27, 2019, the Board of County Commissioners approved an additional storage building containing approximately eighty-two (82) units.
3. The proposed development will have 4 additional 30' x 230' storage buildings labeled as Buildings 10, 11, 12, and 14. Buildings 10, 11, and 12 will contain 43 units and Building 14 will contain 57 units. There will be 2 new 40' x 70' additions to existing storage Building 13 each containing 7 units. Two-hundred 200 additional mini-storage units are being proposed.
4. The proposed development will not require water, wastewater, or solid waste improvements. The existing office building includes an underground water storage cistern that is serviced by licensed water hauler Prairie Water and a permitted septic tank and drainfield for wastewater treatment and disposal (Cascade County Permit #191-99).
5. Storm water detention and retention treatment ponds will be constructed to mitigate any potential storm drainage impacts associated with the installation of the new buildings.
6. The proposed storage units will receive law enforcement services from the Cascade County Sheriff's Office, fire protection services from the Black Eagle Volunteer Fire Department, emergency medical from Great Falls Emergency Services. However, given the proximity to services provided by the City of Great Falls, the Great Falls Police Department or Great Falls Fire Department may be the first responders on scene.
7. The proposed development will be accessed by an existing approach from the Montana Department of Transportation controlled River Drive North, no new access will be required, a permit from Montana Department of Transportation has been previously issued.
8. The property is not located in the Regulated Flood Hazard Area.

FINDINGS:

1. The proposed buildings for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoids or minimizes potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.
2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the new buildings and additions.
3. There is adequate access to the site to serve the building for lease or rent.
4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the building for lease or rent.
5. The building for lease or rent complies with any applicable Floodplain Regulations.

CONCLUSION:

The BLR Application meets the requirements of Cascade County Zoning, and BLR Regulations.

RECOMMENDATIONS:

Two motions are provided for your consideration:

I move the Cascade County Board of Commission, after consideration of the Staff Report, **deny** the proposed development to construct four (4) additional storage buildings (Buildings #10, 11, 12, & 14), and two (2) additions to existing storage building (Building #13) containing in total an additional 200 mini-storage units to an existing storage facility business on Parcel # 0002615200;

or

I move the Cascade County Board of Commission **adopt** the Staff Report and **approve** the proposed development to construct four (4) additional storage buildings (Buildings #10, 11, 12, & 14), and two (2) additions to existing storage building (Building #13) containing in total an additional 200 mini-storage units to an existing storage facility business on the Parcel # 0002615200 subject to the following conditions:

1. The Applicant shall obtain any necessary addresses from the Cascade County GIS Department for E911 purposes.
2. The Applicant must obtain Location/Conformance Permit for the proposed development; and
3. The Applicant must obtain any other required Federal, State and/or County permits and comply with the respective laws, rules, regulations, and ordinances.

Attachments: BLR Application
Maps: Zoning, Vicinity, and National Flood Hazard Layer FIRMette
Commissioner's Approval Form

cc: Ken Weinheimer, Aspen Air, LLC; Cascade County Attorney's Office

BLR APPLICATION

Aspen Air, LLC

4601 River Drive North
Great Falls, MT 59405



May 27, 2020

Cascade County Planning Department
121 4th Street North, Suite 2H/I
Great Falls, MT 59401

RE: River Drive North Storage Units – New Proposed Buildings
Cascade County BLR Permit Application

Dear Planning Department Staff,

The following information is transmitted herein for the subject project:

- Cascade Co. Buildings for Lease or Rent Application (\$400)
 - o Existing Legal Survey
 - o Subdivision Guarantee
 - o BLR Permit Narrative
 - o Proposed Lot Layout

Please feel free to give me a call with any questions or if there are any additional items required to review the enclosed applications. I am anticipating Ken's contractor will follow-up this application with subsequent L/C permit applications following approval, if obtained. Thank you.

Sincerely,



Kevin May, P.E.
Big Sky Civil & Environmental, Inc.

encl.



Buildings for Lease or Rent Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$400.00 Non Refundable Application Fee Required

Payment: Check (#) 7090 Cash

OFFICE USE ONLY

Date Application Received: 5/27/20

Type of Development: Storage Units

Name of Owner/Applicant: Aspen Air, LLC - Attn: Ken Weinheimer Phone: 406-868-3939

Mailing Address: 4601 River Dr. N. City: Great Falls State: MT Zip: 59405

Proposed Development: Additional Storage Units - Buildings 10, 11, 12, 14, and Additions to Bldg 13

Legal Description: NW ¼ NE ¼ of Section 4 Township 20N Range 4E

Geo-Code: 02-3016-04-1-02-23-0000 Parcel: Lot 3 of Block 1 of Henke Tracts

1. Application Requirements:

- A. A copy of the deed or other legal description of the real property.
- B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
 - i. North arrow and scale bar (minimum scale of 1:20);
 - ii. Property boundaries;
 - iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
 - iv. Existing and proposed access to the subject property;
 - v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
 - vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
 - vii. The location of existing and proposed buildings or structures on the subject property.

- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

Please note that all projects that disturb an acre or more are required to obtain a General Discharge Permit for Stormwater Associated with Construction Activities from the Department of Environmental Quality.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature: Kenneth J. Weinheimer ^{PRESIDENT, ASPEN AIR, LLC} Date: 5-27-2020

Kenneth J. Weinheimer ^{PRESIDENT, ASPEN AIR, LLC} Kenneth J. Weinheimer Date: 5-27-20

Signature of Owner / Printed Name

The application must be signed by the owner of the land proposed for lease or rent.

stewart title

CLTA GUARANTEE

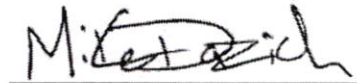
ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

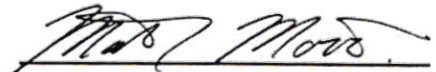
Countersigned by:



Authorized Countersignature

Mountain Title Company
325 1st Avenue North
PO Box 2112
Great Falls, MT 59401
Agent ID: 260074

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 49494

2222 Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-770885328

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 49494

2222 Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-770885328

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. **Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 49494

2222 Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-770885328

**SUBDIVISION GUARANTEE
SCHEDULE A**

File No.: 49494

Guarantee No.: G-0000-770885328

Date of Guarantee: July 25, 2019 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

CASCADE COUNTY

B. Assurances:

1. Description of the land:

Lot 3, Block 1 of HENKE TRACTS MINOR SUBDIVISION, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of said County.

(According to Document R0356454, records of Cascade County, Montana.)

2. Name of Proposed Subdivision Plat or Condominium Map:

RIVER DRIVE NORTH STORAGE UNITS

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

ASPEN AIR, LLC

File No.: 49494

Guarantee No.: G-0000-770885328

SUBJECT TO:

1. General taxes for the year 2019 which are a lien not yet due and payable.
2. General taxes for the year 2018 are as follows:

First Half	\$7,385.33	Status: PAID
Second Half	\$7,385.32	Status: PAID
SID's:	NONE	Included in total
City	NONE	Included in total
Total	\$14,770.65	
Receipt No.:	33657	
Parcel No.:	0002615200	
3. Said property is within the boundaries of the Cascade County Rural Solid Waste District, created by resolution filed May 28, 1971, under Misc. File No. 5284, records of Cascade County, Montana, and will be subject to any levies or assessments thereof.
4. Said property is within the boundaries of the BLACK EAGLE RURAL FIRE DISTRICT, and is subject to any levies or assessments thereof.
5. Deed of Trust executed by ASPEN AIR, LLC, as Grantor, FIRST AMERICAN TITLE COMPANY, as Trustee, and FIRST INTERSTATE BANK, as Beneficiary, dated June 11, 2018, recorded June 11, 2018, Document R0356455, records of Cascade County, Montana, given to secure payment of a note for \$1,100,784.00, together with interest thereon.
6. Deed of Trust executed by ASPEN AIR, LLC, as Grantor, FIRST AMERICAN TITLE COMPANY, as Trustee, and FIRST INTERSTATE BANK, as Beneficiary, dated June 11, 2018, recorded June 11, 2018, Document R0356456, records of Cascade County, Montana, given to secure payment of a note for \$110,438.00, together with interest thereon.
7. Matters contained in Easement of Right of Way executed by LEE G. JOHNSON and ELEANOR M. JOHNSON, husband and wife, to THE GREAT FALLS GAS COMPANY, as recorded August 9, 1971 on Reel 72 and Document 8000, records of Cascade County, Montana.
8. Matters contained in Easement executed by GREAT FALLS LIVESTOCK MARKET CENTER to THE CITY OF GREAT FALLS, MONTANA, as recorded May 18, 1977 on Reel 113 and Document 778, records of Cascade County, Montana.
9. Sanitary Restrictions contained in letter from STATE OF MONTANA, DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES to CASCADE COUNTY CLERK AND RECORDER filed July 29, 1988, under Misc. No. 7370, in Cascade County, Montana.
10. Matters contained in Bargain and Sale Deed executed by LOWELL D. HENKE to THE MONTANA DEPARTMENT OF TRANSPORTATION, as recorded April 28, 2004 on Document R0081141, records of Cascade County, Montana.
11. Matters shown on, or disclosed by, the Plat of Henke Tracts Minor Subdivision, filed November 6, 2009 on Plat No. P-2009-0000031, records of Cascade County, Montana.
12. Matters shown on, or disclosed by, the Amended Plat of Henke Tracts Minor Subdivision, filed November 18, 2013 on Plat No. P-2013-0000041, records of Cascade County, Montana.
13. Matters contained in Declaration of Protective Covenants executed by LOWELL HENKE, as

recorded November 20, 2013 on Document R0206199, records of Cascade County, Montana.

14. Matters contained in letter from THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY to KEVIN MAY, PE, BIG SKY CIVIL & ENVIRONMENTAL, INC., filed July 31, 2019, under Misc. No. F0016620, in Cascade County, Montana.
15. Sanitary Restrictions contained in letter from STATE OF MONTANA, DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES to CASCADE COUNTY CLERK AND RECORDER filed JULY 31, 2019, under Misc. No. F0016621, in Cascade County, Montana.
16. Matters contained in Storm Drainage Easement and Right of Access executed by ASPEN AIR, LLC to COLORADO INTERNATIONAL TRANSPORT, INC., as recorded March 19, 2019 on Document R0368125, records of Cascade County, Montana.
17. The policy will not insure, and no examination has been made for, minerals in or under the said land, mineral rights, mining rights and easement rights in connection therewith or other matters relating thereto, whether express or implied.

NOTE: NO LIABILITY IS ASSUMED HEREUNDER UNTIL FULL GUARANTEE PREMIUM IS PAID.

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

19A – River Drive North Storage Units – Additional Units
Cascade County Buildings for Lease or Rent Application
Application Narrative
5/26/20

1. Application Requirements

- A. A copy of the existing amended subdivision plat is attached. (Lot 3, Block 1, Henke Tracts Minor).
- B. A Subdivision Guarantee from a title company is attached for review.
- C. A site plan is attached.
- D. Please refer to the site plan detailing existing and proposed buildings on the subject property. Note: Buildings 1-9 and the existing building 13 previously approved. The newly proposed buildings are shown as Buildings 10, 11, 12, 14, and the two additions to building 13, which will house an estimated 200 units. The buildings will consist of storage units for rent. Approximate building size and proposed storage unit count is included on the site plan.
- E. The proposed development will not require water, wastewater, or solid waste improvements as it will be served by the existing office building on the subject property. The existing office building includes an underground water storage cistern that is serviced by licensed water hauler Prairie Water and a permitted septic tank and drainfield for wastewater treatment and disposal (Cascade County Permit 191-99).
- F. Emergency medical (Great Falls Emergency Services), fire (Black Eagle Fire Department & City of Great Falls Fire), and law enforcement services (Cascade County Sheriff's office & City of GF) will be served by existing facilities for adjacent developed properties. The development will have minimal impacts on existing medical, fire, and law enforcement facilities.
- G. The proposed development will be accessed from the existing approach to the adjacent River Drive North Storage Units. The existing approach is connected to MDT-controlled River Drive North. No new highway access will be required for the proposed development. Refer to the site plan for additional information.
- H. The proposed storage units are being constructed to expand the storage at the existing facility. The subject property is industrially zoned and is located adjacent to industrial properties as well as the existing storage unit facility. The proposed development will have minimal impacts on the surrounding environment. Storm water detention and retention treatment ponds will be constructed to mitigate any potential storm drainage impacts associated with the installation of the new buildings on the subject property.

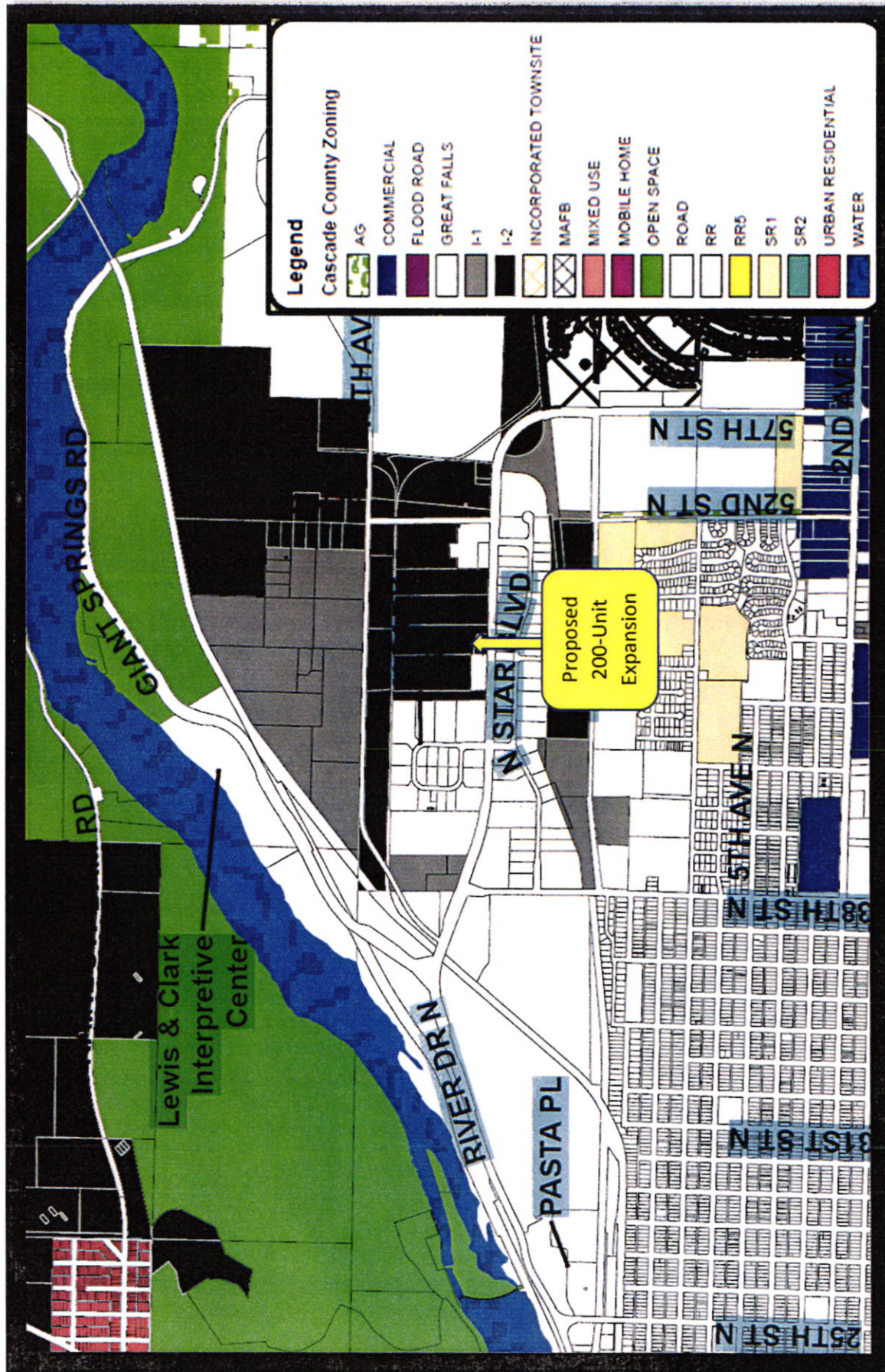
MAPS: ZONING, VICINITY, AND FIRMette

Aspen Air, LLC

4601 River Drive North

Great Falls, MT 59405

ZONING MAP



VICINITY MAP



#	Property Owner
1	Agribasic Fertilizer, Inc.
2	Mountain View Co op
3	Farmers Union Oil Co of Great Falls
4	Minot Building Supply Association
5	Talcott Construction, Inc.
6	Aspen Air, LLC – 80 Storage Units
7	Torgerson's – Farming Equipment
8	Sletten Construction
9	Steel Etc.
10	Steel Etc.
11	BRGF Enterprises LLC
12	ECP Properties LLC
13	John Neil
14	John & Kay Neil

National Flood Hazard Layer FIRMette



47° 30.66'N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone 1

Future Conditions 1% Annual Chance Flood Hazard Zone 2

Area with Reduced Flood Risk due to Levee. See Notes, Zone 3

Area with Flood Risk due to Levee Zone 4
- OTHER AREAS

NO SCREEN Area of Minimal Flood Hazard Zone 5

Effective LOMRs

Area of Undetermined Flood Hazard Zone 6
- GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall
- OTHER FEATURES

Cross Sections with 1% Annual Chance Water Surface Elevation
20.2
17.5

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature
- MAP PANELS

Digital Data Available

No Digital Data Available

Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/8/2020 at 4:35:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed April, 2019.

0 250 500 1,000 1,500 2,000 Feet 1:6,000 47°31'6.37"N

COMMISSIONER'S APPROVAL FORM

Aspen Air, LLC

4601 River Drive North

Great Falls, MT 59405

Buildings for Lease or Rent Application Approval
under authority of Title 76, Part 8, Montana Code Annotated

On June 23, 2020, the Cascade County Commissioners met and approved the application submitted by Ken Weinheimer, for four (4) storage building, and two (2) additions to existing storage Building #13 containing two-hundred (200) mini-storage units on Lot 3, Block 1 of Henke Tracts Minor Subdivision, Section 4, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana. The Commissioners approved the application with the following conditions:

- 1) The applicant must obtain any other required Federal, State, or County permits and comply with the regulations associated with any other permits; and
- 2) The principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and
- 3) Storage of flammable or explosive liquids, solids, or gases shall not be permitted; and
- 4) Landscaping requirements shall be in accordance with § 8.18 of the Cascade County Zoning Regulations; and
- 5) Applicant obtain Location/Conformance Permit for the proposed development.

Dated this _____ day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY**

James L. Larson, Chair

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this _____ day of June, 2020, I hereby attest the above-written signatures of the Cascade County Board of Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

*** APPROVED AS TO FORM:**
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

June 23, 2020

AGENDA #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Hearing Resolution 20-32: Action on Petition to discontinue portion of one (1) County Alley
INITIATED BY	Vernon Hill
PRESENTED BY	Sandor Hopkins, Planning Department
ACTION REQUESTED	Approval of Resolution 20-32

BACKGROUND:

Vernon Hill has petitioned the Cascade County Commission to discontinue a portion of one (1) County alley way within the subdivision known as the North Great Falls Townsite, located in Section 31, Township 21 N, Range 04 E P.M.M Cascade County, MT known as, a portion of the platted alley of Block 73, 15 feet in width and approximately 175 feet east-west, and 35 feet north-south. The North Great Falls Townsite subdivision was platted in 1889 and Block 73 has been split by Wire Mill Road, and County Right of Way. On Wednesday, June 10, 2020, Commissioners Briggs, Larson, and Weber independently visited the area of the proposed discontinuation with Planning Staff in three separate trips.

Staff recommends the discontinuance of those portions of streets and alleys. The proposed discontinuation does not contain active utilities or easements, and does not provide exclusive access to any properties. The current condition of the alley is undeveloped. Mr. Hill is the only adjacent landowner and the only landowner that would be impacted by this discontinuation, he has submitted a Location/Conformance Permit for a new residence he intends to place over the area of the proposed discontinuation.

As required by M.C.A. 7-14-2601 through 7-14-2622, a petition signed by adjacent property owners has been received and certified by the Cascade County Clerk and Recorder. The discontinuance of the alley will not inhibit access to any property, the provision of emergency services to any property, and does not provide access to state lands. The Public Works Road & Bridge Division Superintendent has no objections to the proposed discontinuation and no other agencies have expressed concerns at the time of writing this report.

Legal notice of the public hearing was published in the Great Falls Tribune on June 14, 2020 and June 21, 2020. Legal notice was sent to the surrounding property owners by certified mail on June 10, 2020 and Interested Agency notifications were sent on June 5. No protests to this discontinuation have been received at the time of writing this report.

RECOMMENDATION: The Cascade County Planning Department, after reviewing the petition to discontinue said portions of the alley of Block 73, recommends that the Commissioners APPROVE Resolution 20-32.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 20-32, discontinuing a portion of county alley, a platted right-of-way known as the existing portion of the alley of Block 73 of the North Great Falls Townsite, 15 feet in width and approximately 175 feet east-west and 35 feet north-south, located in Section 31, Township 21 N, Range 04 E P.M.M Cascade County, Montana as described within this report, and as identified by map subject to the following conditions:

1. The discontinued alley reverts to the ownership of the adjacent property owners, with the concurrence of said property owners, and
2. The petitioner causes to be filed an Amended Plat delineating the boundaries of the affected property within six (6) months of the date of the resolution to discontinue said alley.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 20-32, discontinuing a portion of county alley, a platted right-of-way known as the existing portion of the alley of Block 73 of the North Great Falls Townsite, 15 feet in width and approximately 175 feet east-west and 35 feet north-south, located in Section 31, Township 21 N, Range 04 E P.M.M Cascade County, Montana as described within this report, and as identified by map.

ATTACHMENTS:

Resolution #20-XX

Application

Map of portion to be abandoned



Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

150.00

\$150.00 Non Refundable Application Fee

Payment: Check (#) 3228 Cash

FOR OFFICE USE ONLY

Date Application Received: 05/22/20

Application No: 2020-002

County Commission Hearing Date: _____ Action: _____

Applicant/Owner: VERNON HILL Mailing Address: 2405 WIRE MERE RD. Black Earth
MT. 59414
Home Phone: 406-799-8694 Work Phone: _____ Cell Phone: (406)-799-8694

1. Fill out the attached petition and submit to the Planning Office.

The Petitioners must:

- a. Obtain the signature of all adjacent property owners;
 - b. Name the road and describe the section to be established, altered or abandoned;
 - c. List all property owners affected;
 - d. Determine whether the adjacent owners can be found to consent thereto;
 - e. Present the necessity for and advantage of the petition action;
 - f. Include all necessary maps, plats, surveys, or other documents that will assist the Board in evaluating the petition
2. Within thirty (30) days of receiving the petition, the Board of County Commissioners shall cause an investigation of the petition to begin.
 3. A certificate of survey may be required by a competent surveyor, covering the subject property, prior to the filing of the resolution discontinuing the county street or alley (7-14-2606 M.C.A.). If the certificate of survey is not filed within six (6) months of the date of the resolution, the county will take action to revoke the resolution.
 4. Before acting on the petition, the Board of County Commissioners shall publish a notice of a public hearing in the local newspaper at least one (1) week before the petition is acted upon. (7-1-2121 M.C.A.)
 5. After considering the petition and the results of the investigation, the Board shall make an entry or resolution of its decision and particularly describing the affected road. (7-14-2604 M.C.A.)
 - a. Within ten (10) days of the Board's decision, the Board shall notify by certified mail, all owners of land abutting on the road petitioned of their decision.
 - b. The owners shall be those listed on the last county assessment roll.



Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Date: 5-21-20

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: Alley highlighted on sketch

Description of Cascade County Street or Alley to be abandoned:

West half of the Alley running West to East in Block (73)
of the NORTH Greenfield Townsite

Petition – Consent Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

Name	Address
1. <u>Vernon Hill</u>	<u>2405 WIRE MILL RD Blackfoot MT, 59414</u>
Signature: <u>[Signature]</u>	
2.	
Signature:	



2405 Wire Mill Road

June 8, 2020

To: Sandor Hopkins

Cascade County Planner

From: Rina Ft. Moore

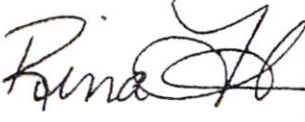
Clerk & Recorder/ Auditor/ Surveyor

RE: Petition to Discontinue a County Alley (applicant: Vernon Hill)

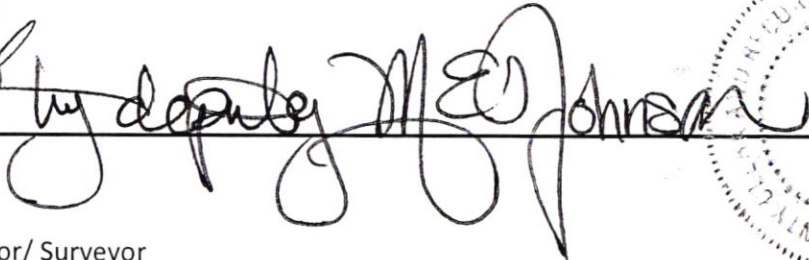
The Land Data Management Staff has verified the signatures of two (2) adjacent property owners in Cascade County on the matter of a Petition to Abandon a County alley known as (a highlighted diagram is attached for reference):

- The alley running East to West within Block 73 of the North Great Falls Townsite, approximately 175 feet long and 15 feet wide.
- The alley running North to South within Block 73, approximately 35 feet long and 15 feet wide.

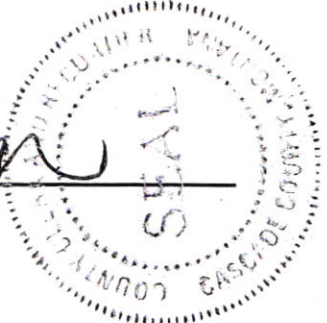
I hereby certify that the Petition to discontinue the above described property contains the signatures of all the owners of the adjacent property.



Rina Ft Moore
Clerk and Recorder/ Auditor/ Surveyor



M. E. Johnson



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 20-32

IN THE MATTER TO ABANDON THAT PORTION OF COUNTY ALLEYS KNOWN AS THE ALLEY OF BLOCK 73 OF THE NORTH GREAT FALLS TOWNSITE, APPROXIMATELY 175 FEET EAST-WEST, 15 FEET IN WIDTH, AND APPROXIMATELY 35 FEET NORTH-SOUTH, 15 FEET IN WIDTH. THE PUBLIC ALLEY DESCRIBED ABOVE IS A PLATTED RIGHT-OF-WAY WITHIN THE SUBDIVISION KNOWN AS THE NORTH GREAT FALLS TOWNSITE, LOCATED IN SECTION 31, TOWNSHIP 21N, RANGE 04E P.M.M. CASCADE COUNTY, MONTANA;

WHEREAS, pursuant to MCA §7-14-2616(1), The Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §7-14-2601 through MCA §7-14-2622, a legal petition has been signed and submitted by all owners of lots adjacent to proposed discontinuation; and

WHEREAS, said streets and alleys do not provide exclusive access to private land; and

WHEREAS, said streets and alleys do not provide exclusive access to state lands; and

WHEREAS, the discontinuation of said streets and alleys shall not affect the right of any public utility to continue to maintain its plant and equipment; and

WHEREAS, upon receipt of said petition, the County did cause to be published a legal notice of a Public Hearing in the Great Falls Tribune pursuant to the statutory requirements of MCA §7-1-2121; and

WHEREAS, site has been inspected by one County Commissioner prior to final action by the County Commission; and

WHEREAS, a public hearing was conducted according to statute on June 23, 2020; and

WHEREAS, there were no protests to the proposed abandonment.

RESOLUTION 20-32

THEREFORE BE IT RESOLVED by the Board of Cascade County Commissioners that the portion of county alleys known as the alley of Block 73 of the North Great Falls Townsite, approximately 175 feet east-west, 15 feet in width, and approximately 35 feet north-south, 15 feet in width, the public alley described above being a platted right-of-way within the subdivision known as the North Great Falls, located in Section 31, Township 21N, Range 04E P.M.M Cascade County, Montana be abandoned.

Passed and adopted at the Commission Hearing held on this 23rd day of June 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest:

Rina Ft Moore, Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 23, 2020

Agenda #4

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Award: Sun Prairie Overlay Project Schedule 2

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 20-79

PRESENTED BY: Les Payne, Public Works Interim Director

SYNOPSIS:

Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design and construction supervision of the reconstruction of schedule 2, of Sun Prairie Overlay. Schedule 2 consists of Sun Prairie Village including, but not limited to 2nd St East, Delano Court, Filmore, Grant Dr, Harrison St, Jefferson, Kennedy, Lincoln Way, Madison Way and Roosevelt. This project consists of a 0.2' thick plant mix overlay, of approximately 2.7 miles of schedule 2, of Sun Prairie and other miscellaneous work. Construction bid packet availability was published in the Great Falls Tribune on February 23 and March 1, 2020. Hard copies were available at the office of Big Sky Civil & Environmental, Inc, located at 1324 13th Ave SW, Great Falls, MT 59403. Sealed bids were due on Friday 13, 2020 at 1:00 pm in the Cascade County Commissioners Office. Bids were then opened and read aloud. Two bids were provided, one from MRTE, Inc of Great Falls, for a total cost of \$789,964.00 and the second from United Materials, of Great Falls MT, with the lowest bid of \$548,863.75.

RECOMMENDATION:

Big Sky Civil and Cascade County Staff, after reviewing the bid package from United Materials, and MRTE Inc, both of Great Falls, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, MT, for schedule 2 of Sun Prairie overlay, for a total cost to the County of \$548,863.75.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 20-79, bid proposal from United Materials, to reconstruct Sun Prairie, Schedule 2, for a total cost of \$548,863.75 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 20-79, bid proposal from United Materials to reconstruct Sun Prairie, Schedule 2."



June 11, 2020

Mr. Leslie Payne, Interim PWD
Cascade County
279 Vaughn S. Frontage Road
Great Falls MT 59404

RE: Award Recommendation – Sun Prairie Village Overlay Project – Schedule 2

Dear Mr. Payne,

Big Sky Civil & Environmental (BSCE) reviewed and considered the bid packages for the aforementioned project. We tabulated the bids and verified unit bid items and total costs. There were no mathematical errors, meaning the bid totals as read aloud during the 3/13/20 public bid opening were accurate.

Both bidders submitted their bids in accordance with the Project Manual requirements. Of the responsive bidders, United Materials of Great Falls, Inc. submitted the lowest bid at \$504,580.00 for the Schedule I work. MRTE, Inc. issued the second lowest bid for Schedule I at \$746,030.00.

BSCE contacted Montana's Department of Labor & Industry and found that, at the time of bidding, both bidders are properly registered and neither of the bidders are included on the debarred list of the Federal Excluded Parties List.

A Notice of Award for Schedule I of the project was submitted to United Materials of Great Falls, Inc. on 4/22/20 and a construction contract for the first phase of the project was signed by Cascade County for a total project cost of \$504,580. Based on additional funding becoming available, the review of the second phase of the project has been initiated. Both contractors submitting bids on 3/13/20 included pricing for Schedule II work with United Materials of Great Falls, Inc. submitting the lowest bid at \$548,863.75. MRTE, Inc. issued the second lowest bid for Schedule II work at \$789,964.00.

BSCE hereby recommends that award be made to United Materials of Great Falls, Inc. for Schedule II of the subject project. BSCE will prepare a Notice of Award for the County's signature following your review and concurrence. We will then formally issue the Award and the unsigned Agreement, together with a request that the Contractor sign the Agreement and obtain the required certificates of insurance, Payment Bond, and Performance Bond for the additional work.

Attached hereto are the Certified Bid Tabulations and completed Bid Recorder's Sheet.

If you have any questions, please feel free to call us at (406) 727-2185.

Respectfully,

Kevin May, P.E.
Big Sky Civil & Environmental, Inc.

encl.

19DH - Sun Prairie Village Overlay Project

Engineer's Certification:

Date: 3/13/20

23

Schedule I

Item No.	Item	Est. Quantity	Unit	MRTE, Inc.		United Materials of GF	
				Unit Price	Total	Unit Price	Total
101	Mobilization	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 20,300.00	\$ 20,300.00
102	Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,700.00	\$ 5,700.00
103	AC Surfacing	5502	Ton	\$ 103.00	\$ 566,706.00	\$ 73.50	\$ 404,397.00
104	Emulsified Asphalt Tack	2193	Gal	\$ 3.00	\$ 6,579.00	\$ 3.50	\$ 7,675.50
105	SS Manhole Treatment	38	Ea	\$ 750.00	\$ 28,500.00	\$ 325.00	\$ 12,350.00
106	Skim Patch	367	Ton	\$ 175.00	\$ 64,225.00	\$ 105.00	\$ 38,535.00
107	Misc. Bid Items	5000	Ea	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
108	Cold Milling	85	SY	\$ 12.00	\$ 1,020.00	\$ 20.50	\$ 1,742.50
109	Paving Fabric	4800	SY	\$ 2.50	\$ 12,000.00	\$ 1.85	\$ 8,880.00
Total					\$ 746,030.00		\$ 504,580.00

Schedule II

Item No.	Item	Est. Quantity	Unit	MRTE, Inc.		United Materials of GF	
				Unit Price	Total	Unit Price	Total
201	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 20,500.00	\$ 20,500.00
202	Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,825.00	\$ 5,825.00
203	AC Surfacing	6323	Ton	\$ 103.00	\$ 651,269.00	\$ 74.75	\$ 472,644.25
204	Emulsified Asphalt Tack	2518	Gal	\$ 3.00	\$ 7,554.00	\$ 3.50	\$ 8,813.00
205	SS Manhole Treatment	43	Ea	\$ 750.00	\$ 32,250.00	\$ 325.00	\$ 13,975.00
206	Skim Patch	126	Ton	\$ 175.00	\$ 22,050.00	\$ 125.00	\$ 15,750.00
207	Misc. Bid Items	5000	Ea	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
208	Cold Milling	193	SY	\$ 12.00	\$ 2,316.00	\$ 15.50	\$ 2,991.50
209	Water Valve Treatment	1	SY	\$ 400.00	\$ 400.00	\$ 65.00	\$ 65.00
210	Paving Fabric	1650		\$ 2.50	\$ 4,125.00	\$ 2.00	\$ 3,300.00
Total					\$ 789,964.00		\$ 548,863.75

Bid Opening Checklist
Sun Prairie Village Overlay Project
1:00 p.m., March 13, 2020

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
CONTRACTOR NAME, ADDRESS AND REGISTRATION NUMBER ON COVER	Bound Contract Document in Bid Package (Y/N)	10% Bid Bond enclosed (Y/N)	Aff. of non- collusion signed (Y/N)	Cert of non- segregated facilities signed (Y/N)	Acknowledge receipt of all addenda on bid form and/or envelope (Y/N) (Add 1&2)	Schedule I Bid Amount	Schedule II Bid Amount
UNITED MATERIALS	N/A	Y	Y	Y	Y	504,580.00	548,863.75
MRTE, INC	N/A	Y	Y	Y	Y	746,030.00	789,964.00
	N/A						
	N/A						
	N/A						
	N/A						
	N/A						
Estimate	N/A	N/A	N/A	N/A	N/A	\$ 595,355	\$ 666,546

SECTION 00500

AGREEMENT

This Agreement is dated the _____ day of _____ in the year 2020 by and between the **Cascade County Board of Commissioners** hereinafter called OWNER and _____, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as a **preventative maintenance plant mix overlay of select roadways within Sun Prairie Village**. The location(s) where the Work is to be performed are hereinafter referred to as "the Site". The Work includes all associated traffic control, mobilization, plant mix surfacing, and other incidental work thereto as further described on the construction drawings.

Article 2. THE PROJECT:

2.01 The Project for which Work under these Contract Documents shall be performed is described as **preventative maintenance plant mix overlay with misc. work items on Sun Prairie Village Roads**.

Article 3. ENGINEER:

3.01 The Project has been designed by Big Sky Civil & Environmental, Inc., 1324 13th Avenue SW, P.O. Box 3625, Great Falls, MT 59403, hereinafter referenced as the ENGINEER and who is to assume duties and responsibilities and have rights and authority assigned to ENGINEER in the Contract Documents for the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME:

4.01 Time of the Essence.

A. All the limits for milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in the Contract Documents, are of essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work associated with Schedule I will be substantially completed within **45 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein). In the event the additive alternative (Schedule II) is exercised, all work for Schedules I & II will be substantially complete within **65 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement; and if the Work is not substantially complete within the times specified in paragraph 4.02 above, plus any extensions thereof allowed by OWNER, OWNER shall suffer loss. The parties also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred Dollars (\$400.00)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

Article 6. PAYMENT PROCEDURES:

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment on a periodic basis. The date by which Application for Payment is to be submitted will be defined at the Preconstruction Conference. Applications for Payment will be reviewed and approved by ENGINEER before payment is issued. ENGINEER will review Application for Payment and submit comments and/or recommendations to OWNER within 10 working days after Application for Payment is received by ENGINEER.

6.02 Progress Payments; Retainage:

A. OWNER will make progress payments in accordance with the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the quantity of each bid item completed multiplied times the Unit Bid Price shown on the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine reasonable.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered to the Site, suitably stored and accompanied by documentation satisfactory to OWNER).

2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 7. INTEREST:

7.01 All moneys not paid when due will bear interest at the rate allowed by law in the state of Montana.

Article 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, (including all Addenda and all other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the Site and has become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques,

sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the entire contents of the Project Manual and the Project Drawings, and include the following:

1. This Agreement (pages 1 to 8);
2. Bid Bond
3. Payment & Performance Bonds
4. Certificate(s) of Insurance
5. Invitation to Bid
6. Instructions to Bidders
7. Special Provisions
8. Prevailing Wage Rates
9. Specifications as listed in the table of contents of the Project Manual (which include, by reference, Montana Public Works Standard Specifications and Standard Drawings);
10. Drawings, consisting of sheets numbered **1** through **26** with each sheet bearing the Project title: **Cascade County - Sun Prairie Village Overlay Project**.
11. Addenda (numbers __ to __, inclusive);
12. Exhibits to this Agreement, as applicable:
 - a. CONTRACTOR's Executed Bid Proposal;
 - b. Documentation submitted by Contactor prior to Notice of Award (pages __ to __);
 - c. Notice of Award (page 1);

- d. Notice to Proceed (page 1);
 - e. Certificate of Substantial Completion (page 1);
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A. are attached to the Agreement (except as expressly noted otherwise). There are no Contract Documents other than listed in Article 9.

Article 10. DISPUTE RESOLUTION

The Parties agree that all disputes relating to or arising from (a) the construction of the Project OR (b) the negotiation, interpretation or enforcement of any term of this Agreement shall be determined between them as follows and further agree that the Parties shall at all times bear their own costs and attorney fees:

- A. The disputes shall first be submitted to non-binding mediation before a neutral mediator selected pursuant to the provisions set forth in paragraph B(i) below.
- B. If the mediation conducted pursuant to paragraph A above does not resolve all such disputes between the parties, the unresolved disputes shall be submitted to final, binding arbitration conducted pursuant to the Montana Uniform Arbitration Act [M.C.A. §27-5-111 *et seq.*]. Any party may institute an arbitration proceeding pursuant to this Agreement by serving on all other Parties a written demand for arbitration, served at their addresses set forth in this Agreement. Each other party shall respond to the demand for arbitration in writing 20 days after the demand is deemed served, with the response to be served to the same addresses. If either party fails to timely respond to the demand for arbitration within the 20-day period, then that party shall be deemed to have consented to final, binding arbitration pursuant to this Agreement. With respect to any such arbitration proceedings, the following procedures shall control and shall supersede any contrary provisions of the Montana Uniform Arbitration Act:
 - (i) Within 40 days after the initial demand for arbitration is served, each party shall submit to each other party the names and addresses of three proposed arbitrators, who may but need not reside in Montana. The proposed arbitrator receiving the largest number of designations shall be the arbitrator selected to arbitrate the dispute. If an arbitrator is not selected pursuant to the provisions of the immediately preceding sentence, then the Montana District Court located in Cascade County shall select an arbitrator from the list of arbitrators proposed by all parties. Any litigation related to the arbitration proceeding may only be venued in said court.
 - (ii) The Montana Rules of Civil Procedure and Montana Rules of Evidence shall govern the arbitration proceedings, except as follows:
 - (a) Discovery shall be limited to (i) no more than 25 written interrogatories (including subparts), (ii) no more than 25 requests for

production (including subparts), and (iii) no more than 10 hours of depositions [total for all witnesses] conducted by each party.

(b) The arbitrator shall issue a written decision which summarizes the facts and law upon which his/her decision is based, as required when a District Court rules upon a motion for summary judgment which is appealable as set forth in Rule 52(a), M.R.Civ.P. Formal findings of fact and conclusions of law, as required after contested nonjury trials, shall not be required.

(iii) Any decision of the arbitrator may only be appealed on the grounds authorized by the Montana Uniform Arbitration Act, and the decisions interpreting that Act.

(iv) Except as provided above, all provisions of the Montana Uniform Arbitration Act shall govern any arbitration conducted pursuant to this Agreement.

Article 11. MISCELLANEOUS:

11.1 Terms.

A. Terms used in this Agreement which are defined in the Special Provisions will have the meanings indicated in the Special Provisions.

11.2 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed two (2) copies of the Agreement, one (1) counterpart has been delivered to OWNER, one (1) to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the effective date of the Agreement).

STATE OF MONTANA)
 :SS
County of _____)

This instrument was signed or acknowledged before me on this ___ day of ___, 20__, by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(print name)

Notary Public for the State of Montana

Residing at _____

My Commission expires: _____

(NOTARIAL SEAL)

CONTRACTOR:

By _____
(Signature)

CONTRACTOR Registration No. _____

Agent for service of process:

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James Larson, Chair

Joe Briggs, Commissioner

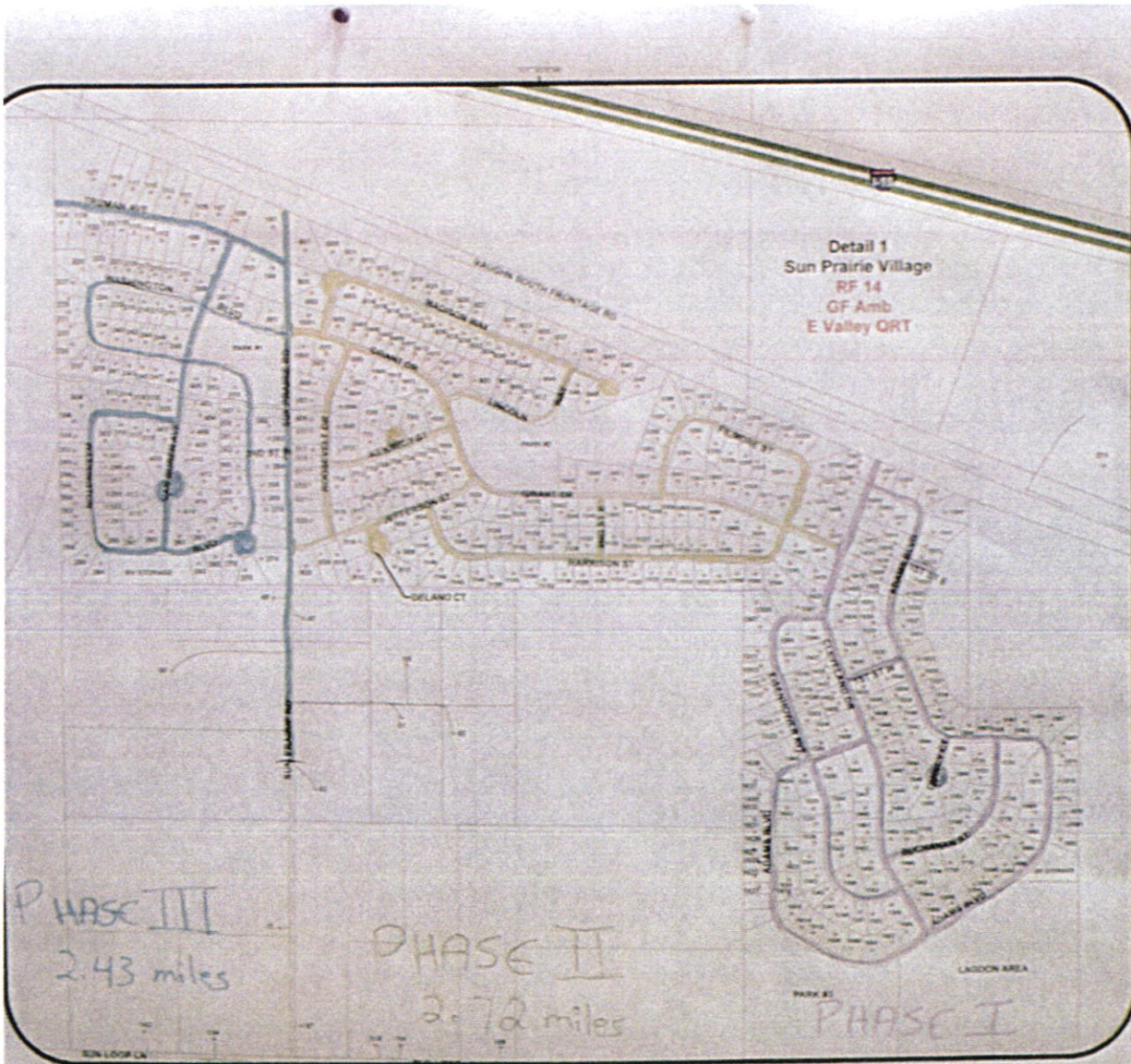
Jane Weber, Commissioner

ATTEST

On this _____ day of _____, 20____, I hereby attest the above-written signatures of the
Board of Cascade County Commissioners.

Rina Fontana Moore,
Cascade County Clerk and Recorder

END OF SECTION 00500



SUNPRAIRIE VILLAGE MILEAGE

PHASE I	
1st St East	0.04
2nd St West	0.08
ADAMS	1.2
BUCHANAN	0.2
CLEVELAND	0.6
EISENHOWER	0.43
QUINCY COURT	0.1
	2.65

PHASE 2	
2nd St East	0.08
DELANO COURT	0.08
FILMORE	0.1
GRANT DR	0.7
HARRISON ST	0.45
JEFFERSON	0.2
KENNEDY	0.1
UNION WAY	0.2
MADISON WEST	0.4
ROOSEVELT	0.21
	2.72

PHASE 3	
2nd St West	0.06
TRUMAN	0.3
VANBUREN	0.35
WASHINGTON	1.1
SUNPRAIRIE RD	0.6
	2.43

TOTAL 7.8

PHASE III
2.43 miles

PHASE II
2.72 miles

PHASE I
2.65 miles

TOTAL = 7.80 miles

June 23, 2020

Agenda #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Resolution 20-33
A resolution establishing the Constable's salary
for Fiscal Year 2020/2021

INITIATED AND PRESENTED BY: Commission

ACTION REQUESTED: Approval of Resolution 20-33

BACKGROUND:

Pursuant to MCA 3-10-703, the Cascade County Board of County Commissioners are required to set the salary of the Constable for the following year on or before July 1, 2020.

The Board of County Commissioners has considered the cost of living increase, the constable's service to the community, recommendation of his supervisor, and the other non-union employee salaries and possible raises. The salary increase is based upon the recommendation submitted by the Cascade County Compensation Board. The Compensation Board submitted a 1.0% increase.

The Board of County Commissioners of Cascade County, Montana have set the salary for the Constable for FY 2020/2021 is as follows:

<u>CONSTABLE</u>	
FY 2019/2020 Salary	\$43,046.74
<u>1.0% Increase</u>	<u>\$ 430.47</u>
FY 2020/2021 Salary	\$43,477.21

RECOMMENDATION: Approval of Resolution 20-33.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-33 adopting the Constable's salary for Fiscal Year 2020/2021, effective July 1, 2020 in the amount of \$43,477.21.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-33 adopting the Constable's salary for Fiscal Year 2020/2021, effective July 1, 2020 in the amount of \$43,477.21.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RESOLUTION ESTABLISHING FY 2020/2021
CONSTABLE'S SALARY**

RESOLUTION 20-33

WHEREAS, Montana Code Annotated 3-10-703, provides that the Board of County Commissioners shall fix the salary of the constable for the following year on or before July 1; and

WHEREAS, the Board of County Commissioners has considered the cost of living increase, the constable's service to the community, recommendation of his supervisor, and the other non-union employee salaries and possible raises.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE Board of County Commissioners of Cascade County, Montana, that the salary for the Constable for FY 2020/2021 is as follows:

CONSTABLE	
FY 2019/2020 Salary	\$43,046.74
1.0% Increase	\$ 430.47
FY 2020/2021 Salary	\$43,477.21

Passed and Adopted this 23rd day of June 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTEST

On this 23rd day of June 2020, I hereby attest the above written signatures of James L. Larson, Jane Weber and Joe Briggs, the Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

June 23, 2020

Agenda #6

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Resolution 20-34
A resolution establishing Elected Officials' Salaries for Fiscal Year 2020/2021

INITIATED AND PRESENTED BY: Commission

ACTION REQUESTED: Approval of Resolution 20-34

BACKGROUND:

Pursuant to MCA 7-4-2503, the Cascade County Board of County Commissioners are required to provide a compensation schedule for the County's selected officials based upon the recommendation submitted by the Cascade County Compensation Board.

The Cascade County Compensation Board has recommended a 1.0% increase in the base salary based upon the Cost of Living Adjustment reported by the Bureau of Business and Economic Research. MCA 7-4-2503(1)(b) provides that the salary paid to the County's elected officials must be uniform. MCA 7-4-2504 provides that the Board of Cascade County Commissioners shall, by resolution, on or before August 1st of each year, set the salaries of elected County Officials.

RECOMMENDATION: Approval of Resolution 20-34.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-34 adopting the Elected Officials' Salary Compensation schedule for Fiscal Year 2020/2021, effective July 1, 2020.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-34 adopting the Elected Officials' Salary Compensation schedule for Fiscal Year 2020/2021, effective July 1, 2020.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RESOLUTION ESTABLISHING FY 2020/2021
ELECTED OFFICIALS SALARIES**

RESOLUTION 20-34

WHEREAS, Montana Code Annotated 7-4-2503, provides that A COMPENSATION SCHEDULE FOR THE County's elected officials must be established based upon a recommendation submitted by the County Compensation Board; and

WHEREAS, Cascade County Compensation Board, comprised and appointed in accordance to Montana Code Annotated 7-4-2503(4)(a), has, pursuant to Montana Code Annotated 7-4-2503(4)(a), conducted public hearings and considered economic variations and factors; and

WHEREAS, pursuant to Montana Code Annotated 7-4-2503(4)(c), the Cascade County Compensation Board, by a unanimous vote, has established a recommendation salary schedule for the County's elected officials; and

WHEREAS, the Cascade County Compensation Board has recommended a 1.0% increase in the base salary based upon the Cost of Living Adjustment reported by the Bureau of Business and Economic Research; and

WHEREAS, Montana Code Annotated 7-4-2503(1)(b) provides that the salary paid to the County's elected officials must be uniform; and

WHEREAS, Montana Code Annotated 7-4-2504 provides that the Board of Cascade County Commissioners shall, by resolution, on or before August 1st of each year, set the salaries of elected County Officials;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of Cascade County Commissioners of Cascade County, Montana that effective as of July 1, 2020, the salaries for the elected officials of Cascade County FY 2020/2021 are set per the recommendation submitted by the Cascade County Compensation Board as follows:

County Commissioners

FY 2019/2020 Base Salary	\$64,580.16
FY 2020/2021 1.0% Increase	<u>\$ 645.80</u>
FY 2020/2021 Base Salary	\$65,225.96
Commissioner Add-On pursuant to MCA section 7-4-2107(1)	<u>\$ 2,000.00</u>
FY 2020/2021 Complete Salary Total	<u>\$67,225.96</u>

County Clerk and Recorder

FY 2019/2020 Base Salary	\$64,580.16
FY 2020/2021 1.0% Increase	<u>\$ 645.80</u>
FY 2020/2021 Base Salary	\$65,225.96
Optional Add-On pursuant to MCA section 7-4-2503(2d)	<u>\$ 2,000.00</u>
Combined position-Auditor/Surveyor	<u>\$ 3,032.00</u>
FY 2020/2021 Complete Salary Total	<u>\$70,257.96</u>

RESOLUTION 20-34

County Treasurer

FY 2019/2020 Base Salary	\$64,580.16
FY 2020/2021 1.0% Increase	<u>\$ 645.80</u>
FY 2020/2021 Base Salary	\$65,225.96
Super of Schools Add-On Pursuant to MCA section 7-4-2503(2a)	\$ 400.00
Optional Add-On pursuant to MCA section 7-4-2503(2e)	<u>\$ 1,600.00</u>
Combined position-Superintendent of schools	<u>\$ 3,032.00</u>
FY 2020/2021 Complete Salary Total	\$70,257.96

County Justice of the Peace

FY 2019/2020 Base Salary	\$64,580.16
FY 2020/2021 1.0% Increase	<u>\$ 645.80</u>
FY 2020/2021 Base Salary	\$65,225.96
Optional Add-On pursuant to MCA section 7-4-2503(2e)	<u>\$ 2,000.00</u>
FY 2020/2021 Complete Salary Total	\$67,225.96

County Clerk of Court

FY 2019/2020 Base Salary	\$64,580.16
FY 2020/2021 1.0% Increase	<u>\$ 645.80</u>
FY 2020/2021 Base Salary	\$65,225.96
Optional Add-On pursuant to MCA section 7-4-2503(2e)	<u>\$ 2,000.00</u>
FY 2020/2021 Complete Salary Total	\$67,225.96

County Sheriff

FY 2019/2020 Base Salary	\$64,580.16
FY 2020/2021 1.0% Increase	<u>\$ 645.80</u>
FY 2020/2021 Base Salary	\$65,225.96
Sheriff Add-On Pursuant to MCA 7-4-2503(2)(b)	<u>\$ 2,000.00</u>
FY 2020/2021 Base Salary to calculate Deputies	\$67,225.96
Combined position-Coroner	<u>\$ 3,032.00</u>
Longevity FY 2020/2021 (Eff. Date 1-1-20)	<u>\$ 997.60</u>
FY 2020/2021 Complete Salary Total	\$71,255.56

County Attorney

FY 2019/2020 Base Salary	\$118,199.67
FY 2020/2021 1.0% Increase	<u>\$ 1,182.00</u>
FY 2020/2021 Base Salary	\$119,381.67

Passed and Adopted this 23rd day of June 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTEST

On this 23rd day of June 2020, I hereby attest the above written signatures of James L. Larson, Jane Weber and Joe Briggs, the Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

June 23, 2020

Agenda #7

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Resolution 20-35
A resolution adopting a Tentative Interim
Operating Budget for Fiscal Year 2021

INITIATED AND PRESENTED BY: Mary K. Embleton, Budget Officer

ACTION REQUESTED: Approval of Resolution 20-35

BACKGROUND:

Pursuant to Section 7-6-4020 MCA, Cascade County Board of County Commissioners is required to prepare a Preliminary Annual Operating Budget. Cascade County's fiscal year begins July 1st of every year. However, the Final Budget and the Determination of Mill Levies cannot be completed until after the Certified Taxable Values are received from the Montana Department of Revenue. Those values are typically received at the end of July or early August. Once the final revisions are made to the Budget, a Public Hearing period commences for the citizens of Cascade County to review and opine on the proposed Budget. Final adoption is tentatively scheduled for early September 2020.

To ensure continuous operations of day to day business of the County, Section 7-6-4025 MCA allows for a local government to receive and expend money between July 1st of the fiscal year and date the final budget resolution is adopted. Resolution 20-35 formalizes this provision of statute.

RECOMMENDATION: Approval of Resolution 20-35.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-35 adopting a Tentative Interim Operating Budget for Fiscal Year 2021 effective July 1, 2020 in the amount of \$61,407,549.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-35 adopting a Tentative Interim Operating Budget for Fiscal Year 2021 effective July 1, 2020 in the amount of \$61,407,549.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF ADOPTING A
TENTATIVE INTERIM OPERATING BUDGET
FOR FISCAL YEAR 2020/2021**

Resolution 20-35

WHEREAS, pursuant to Sections 7-6-4020 MCA, the Board of County Commissioners of Cascade County, Montana is required to prepare a Preliminary Annual Operating Budget; and

WHEREAS, the required Preliminary Annual Budget cannot be completed until the Certified Taxable Values are received from the State Department of Revenue which will not likely occur until August or September; and

WHEREAS, pursuant to Sections 7-6-4025 MCA, a local government may receive and expend money between July 1 of the fiscal year and date the final budget resolution is adopted; and

WHEREAS, ongoing operations require a Tentative Interim budget be adopted prior to the start of the Fiscal year on July 1, 2020; and

WHEREAS, the Board of County Commissioners declares that budget hearings and formal adoption of a Final Budget will occur in September 2020 and encompass final adoption of salary and wage determinations for all non-union employees;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Cascade County that the Tentative Interim Budget for Fiscal Year July 1, 2020 through June 30, 2021 in the amount of **\$61,407,549** is hereby formally approved and adopted, and warrants shall be issued in accordance with the budget and relevant laws, and

NOW, THEREFORE, BE IT HEREBY FURTHER RESOLVED by the Board of County Commissioners of Cascade County that for the duration of FY 2020/2021, authority is delegated to the Budget Officer for Cascade County, to transfer appropriations between items within the same fund upon the request of the Department Head or Elected Official responsible for that fund, and without increasing the amount appropriated to that fund.

Passed and adopted this 23rd day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On the 23rd day of June 2020, hereby attest the above-written signatures of the Cascade County Commissioners.

RINA FT. MOORE, CASCADE COUNTY CLERK & RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.